



RhythmsAI Order Form

| | |
|----------------------------------|-------------------------------|
| Date | 5/12/25 |
| Payment Terms | Net 30 (from Invoice Receipt) |
| Invoice Schedule | See below |
| Order Form Effective Date | 5/13/25 |
| Initial Term End Date | 5/12/26 |

Customer Details

| Customer Name | Customer Billing Address | Business Contact | Invoice Contact |
|----------------------------------|--|-------------------------------------|-----------------------|
| Clipper Media Acquisition I, LLC | 1 Valpak Avenue N. St. Petersburg, FL 33716 | Adam Ulery adam_ulery@valpak.com | adam_ulery@valpak.com |

Items Ordered

| Line # | Service Description | Quantity | Unit Price | Total Price/ Year | Initial Term |
|--------|---|--------------------|--|--|--------------|
| 1 | RhythmsAI Strategy Execution <ul style="list-style-type: none"> RhythmsAI Platform Playbooks: OKR Playbook Connectors: All available integrations including PowerBI, Planner and Jira Enterprise Security: Includes SSO and SCIM support | 75 Permitted Users | \$14.99 user/month \$8.88 user/month | \$7,999 for up to 75 users \$8.88 user/month (prorated for Term) for additional users | 1 year |

Payment Schedule

| Service Description | Invoice Description | Invoice Date | Invoice Amount |
|-------------------------------------|--------------------------|--------------|----------------|
| RhythmsAI Strategy Execution | Year 1 Subscription Fees | 6/12/25 | \$7,999 |



Terms and Conditions:

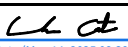
1. Customer subscribes to the RhythmsAI services described in this Order Form. This Order Form is subject to the RhythmsAI Cloud Services Agreement below, Privacy Policy at <https://www.rhythms.ai/privacy-policy>, and RhythmsAI U.S. Data Processing Addendum at <https://www.rhythms.ai/dpa>.
2. Evaluation Period: Customer will have a one-month evaluation period from 5/13/25 to 6/12/25. During this period, Customer may cancel this Order Form without penalty by providing written notice to RhythmsAI.
3. Invoicing: The first invoice will be issued after the completion of the one-month evaluation period (on 6/12/25).
4. Case Study: Customer agrees to participate in a case study with RhythmsAI, which will include providing testimonials and feedback on their experience with the RhythmsAI platform. The timing and content of the case study will be mutually agreed upon by both parties.
5. The initial term of this Order Form runs from the Order Form Effective Date to the Initial Term End Date stated above ("**Initial Order Form Term**"), in accordance with the Cloud Services Agreement below.
6. Customer agrees to pay the above fees according to the payment schedule described above. The above fees do not include any taxes, duties, or other governmental charges.
7. Any use of the Services in excess of the quantities stated above will incur additional fees.
8. Customer agrees all executed Order Forms are non-cancelable. All payments are non-cancelable and non-refundable except as expressly provided in the Cloud Services Agreement between Customer and VTVK, Inc. d/b/a/ RhythmsAI.

Clipper Media Acquisition, LLC

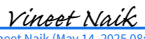
VTVK, Inc.

Name: Chris Cate

Title: President

Signature: 
Chris Cate (May 14, 2025 08:39 EDT)


Adam Ulery (May 12, 2025 19:20 EDT)


Vineet Naik (May 14, 2025 08:35 EDT)

Name: Vetri Vellore

Title: Co-Founder & CEO

Signature: 
Vellore Vetrivelkumaran (May 14, 2025 12:18 PDT)



VTVK, Inc.

Cloud Services Agreement

This Cloud Services Agreement (“**Agreement**”) is between VTVK, Inc. d/b/a RhythmsAI (“**RhythmsAI**”) and the customer identified above (“**Customer**”) and is effective as of the Effective Date identified above. This Agreement allows Customer to purchase access to certain of RhythmsAI’s services as specified under one or more orders that are executed by the parties and reference this Agreement (“**Order**”).

1. Services Overview. RhythmsAI provides an AI-powered enterprise productivity solution (the “**Services**”) that uses tools, workflows, data, inputs, and other content submitted to the Services by Customer (“**Inputs**”) and the Services generate responsive outputs (“**Outputs**”) using artificial intelligence and integrations with third-party applications used by Customer.

2. Definitions

2.1 “**Aggregated Data**” means Customer Data that has been deidentified or aggregated with other data such that the resulting data no longer reasonably identifies Customer or a specific individual.

2.2 “**Customer Data**” means any data, files, documents, text, images, works, expressions, information, or other materials that: (a) Customer (including its users) submits to the Services, including from Third- Party Platforms, or is otherwise provided by or on behalf of Customer to RhythmsAI in connection with the Services, including as Inputs; and (b) is processed, collected, by RhythmsAI to provide the Services to Customer, or otherwise received by RhythmsAI. All output, copies, reproductions, improvements, modifications, adaptations, translations, and other derivative works of, based on, derived from, or otherwise using any Customer Data are themselves also Customer Data. For clarity, Customer Data includes any Outputs the Service generates in response to Inputs submitted by Customer.

2.3 “**Documentation**” means RhythmsAI-provided user documentation, in all forms, relating to the Services (e.g., user manuals, online help files).

2.4 “**LLM**” means any third party or RhythmsAI language learning model that are used by RhythmsAI to provide the Services and generate the Outputs.

2.5 “**Subscription Term**” means the period during which Customer’s subscription to access and use the Services is in effect, as identified in the applicable Order.

2.6 “**Third-Party Platform**” means any third-party platform, website, add-on, service, or product not provided by RhythmsAI that Customer elects to integrate or enable for use with the Services, including any LLM.

2.7 “**Usage Data**” means information generated from the use of the Services, which data does not identify Customer’s users, any other natural human persons, or Customer, such as templates, technical logs, data, and learnings about Customer’s use of the Services, but excluding any identifiable Customer Data.

2.8 “**RhythmsAI Systems**” has the meaning set forth in Section 4.8.

2.9 “**Harmful Code**” means any: (a) virus, trojan horse, worm, backdoor, or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems, or software; or (b) time bomb, drop dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the positive control of any person, or



otherwise deprive Customer or Authorized Users of their lawful right to use the Services or RhythmsAI Systems.

3. Use of the Services

3.1 Ordering Process. Services are purchased as stated in an Order in the manner established for each of the Services. Each Order will include the specific Services ordered by Customer, including, as applicable, the number of Authorized Users (defined below) and Subscription Term.

3.2 Use of the Services. Subject to the terms and conditions of this Agreement, RhythmsAI grants to Customer a limited, worldwide, non-exclusive, non-transferable (except as permitted in Section 11.3 (Assignability)) right during the term of this Agreement to use the Services by the Authorized Users (defined below) solely in connection with Customer's internal business operations. As part of the Services, RhythmsAI may make certain downloadable code (including extensions, applications, plug-ins, or similar code) available to Customer ("**Extension**"). Subject to Customer's compliance with the terms and conditions of this Agreement, RhythmsAI grants you a non-exclusive, worldwide, non-transferable, non-sublicensable license to install and use one object code copy of the Extension associated with the Services on a device that Customer owns or controls.

3.3 Use of the Documentation. Subject to the terms and conditions of this Agreement, RhythmsAI grants to Customer a limited, worldwide, non-exclusive, non-transferable (except as permitted in Section 11.3 (**Assignability**)) license, without right of sublicense, during the term of this Agreement to reproduce, without modification, and internally use a reasonable number of copies of the Documentation solely in connection with use of the Services in accordance with this Agreement.

3.4 Support Services. During a Subscription Term, RhythmsAI shall provide the applicable Services in accordance with then-current version of RhythmsAI's Service Level Agreement applicable to the Services, which is attached to this agreement and may be available at a URL or location as may be specified by RhythmsAI from time to time (**the "SLA"**).

3.5 Technical Services. If the applicable Order identifies any implementation, training, or configuration services to be provided by RhythmsAI related to the Services ("**Technical Services**"), Customer will give RhythmsAI timely access to any materials, systems, and other resources reasonably needed for the Technical Services ("**Customer Materials**"). If Customer fails to provide such access, RhythmsAI's obligation to provide Technical Services will be excused until access is provided. RhythmsAI will use Customer Materials only for purposes of providing Technical Services. Customer may use Technical Services deliverables only as part of its authorized use of the Services and, subject to the same terms as for the Services in Section 3.2 (**Use of the Services**) and Section 3.6 (**Use Restrictions**).

3.6 Use Restrictions. Customer's access to and use of the Service is limited solely to access and use by Customer's employees and agents who are expressly authorized by Customer to use the Service, and for which Customer has purchased a subscription in an Order. ("**Authorized Users**"). Customer is responsible for making all disclosures and providing all notices to its Authorized Users that are necessary for RhythmsAI to enable Authorized Users to access and use the Service in compliance with applicable law. Customer is responsible for all actions of its Authorized Users in connection with the Service and their compliance with this Agreement. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Customer will not, and will not permit or authorize third parties to: (a) rent, lease, or otherwise permit third parties to use the Services or Documentation; (b) transmit any viruses or other harmful materials to the Services; (c) take any action that risks harm to others or to the security, availability, or integrity of the Services; (d) modify or create derivative works of the Services or Documentation or copy any element of the Services or Documentation; (e) use the Services to develop a competitive service; or (f)



circumvent or disable any security or other technological features or measures of the Services.

3.7 Compliance with Laws. Customer will use the Services and Documentation in compliance with all applicable laws and regulations.

3.8 Protection against Unauthorized Use. Customer will use its commercially reasonable efforts to prevent any unauthorized use of the Services and Documentation and notify RhythmsAI in writing of any unauthorized use that comes to Customer's attention. Customer will cooperate and assist, to the extent practicable, with any actions taken by RhythmsAI to prevent or terminate unauthorized use of the Services or Documentation.

3.9 Reservation of Rights. RhythmsAI grants to Customer a limited right to use the Services and Documentation under this Agreement. Customer will not have any rights to the Services or Documentation except as expressly granted in this Agreement. RhythmsAI reserves to itself all rights to the Services, Technical Service deliverables, and Documentation not expressly granted to Customer in accordance with this Agreement.

4. Customer Data

4.1 Ownership of Customer Data. Customer may, but is not required to, provide Customer Data to RhythmsAI in connection with this Agreement. As between Customer and RhythmsAI, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, including all intellectual property rights relating thereto, subject only to the limited license granted in Section 4.2.

4.2 Use of Customer Data. Subject to the terms and conditions of this Agreement, Customer grants RhythmsAI a non-exclusive, limited, non-transferable, and non-sublicensable license (with the exception that Customer grants RhythmsAI the right to sublicense to Third-Party Platforms and LLMs) to use, copy, store, transmit, transfer (solely to LLMs and Third-Party Platforms), modify, create derivative works of, and otherwise process ("**Process**") Customer Data to: (a) provide the Services and Technical Services; (b) derive or generate Usage Data; (c) create and compile Aggregated Data; and (d) as otherwise required by applicable law or as agreed to in writing between the parties. For clarity, by using the Services, you hereby grant a license to RhythmsAI to transfer, transmit, distribute, or otherwise make available Customer Data to LLMs and, as applicable, the providers of such LLMs, in accordance with this Agreement.

4.3 Usage Data; Aggregated Data. RhythmsAI may collect, generate, access, use, disclose, transmit, store, host, or otherwise process Usage Data and Aggregated Data for the purpose, only to: (a) provide support for Services; (b) monitor the performance and stability of the Services; (c) prevent or address technical issues with the Services; and (d) improve Services.

4.4 Feedback. If Customer provides RhythmsAI with recommendations, suggestions, or other feedback relating to the Services, or any other RhythmsAI products or services ("**Feedback**"), Customer hereby grants RhythmsAI an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right and license to freely use, disclose, reproduce, license, distribute, and otherwise exploit the Feedback in any manner and for any purpose, including to improve the Services and to commercialize the Feedback in any RhythmsAI product, technology, service, specification, or other documentation. RhythmsAI will have no obligation to provide Customer with attribution or compensation for any Feedback provided to RhythmsAI.

4.5 Integrations. RhythmsAI may make available one or more integrations through the Services that enable Customer to import or export information to or from Customer's account on a Third-Party Platform, including Slack and Google. RhythmsAI may enable Customer to import or export such information, including Customer Data, by linking Customer's account on the Services with an account on the Third-Party Platform. If Customer directs RhythmsAI to



transmit data to, or receive data from, a Third-Party Platform on Customer's behalf (including by enabling the applicable integration in the settings of the Services), then Customer authorizes RhythmsAI to Process any such data (including Customer Data) in connection with the applicable integration, in a manner consistent with the functionality of the Services requested by Customer and the permissions granted to RhythmsAI by the relevant integration (which Processing may include performing queries on the data held by the Third-Party Platform). Use of Third-Party Platforms remains subject to Customer's agreement with the relevant provider and not this Agreement.

4.6 LLMs; Acceptable Use; Outputs. RhythmsAI extracts information from and analyzes Customer Data using LLMs, including through features of the Service that leverage APIs provided by LLMs or their affiliates. RhythmsAI will not use Customer Data to train RhythmsAI's or its third-party artificial intelligence models. Customer agrees to use the Services in a responsible and commonsense manner for the purpose of analyzing Customer's business activity and furthering business objectives. Customer will not use the Services to engage in illegal or illicit activity or to physically harm or encourage physical harm to any individual, and will not attempt to circumvent any safeguards or safety measures in the Services or integrated LLMs. Outputs are generated through machine learning processes and are not fully tested, verified, endorsed, or guaranteed to be accurate, complete, or current by RhythmsAI. Customer should independently review and verify all Outputs as to appropriateness for any or all Customer use cases or applications.

4.7 Customer Obligations. By enabling an integration with a Third-Party Platform on the Services, Customer represents and warrants that Customer has the necessary licenses, rights, consents, and permissions to authorize RhythmsAI to access Customer's Customer Data on such Third-Party Platform and exercise the licenses granted by Customer in this Agreement in the manner contemplated by RhythmsAI, the Services, and this Agreement. Customer will be responsible for enabling RhythmsAI to access and use each item of Customer Data, including to the extent they are stored on a Third-Party Platform. Customer retains responsibility for its contractual obligations with respect to Customer Data, including RhythmsAI's access to the materials on a Third-Party Platform. Customer is responsible for its Customer Data, including its content and accuracy.

4.8 Security. RhythmsAI shall be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems), and networks used by or for RhythmsAI to access the Customer systems or otherwise in connection with the Services ("**RhythmsAI Systems**") and shall prevent unauthorized access to the Customer systems through the RhythmsAI Systems.

5. Fees and Payment

5.1 Fees. Fees for the Services are described in each Order ("**Fees**"). All Fees will be paid in US dollars unless otherwise provided in an Order. Unless the Order provides otherwise, Fees are invoiced monthly in advance, and all Fees are due within 30 days of the invoice date. Late payments are subject to a service charge of 1.5% per month or the maximum amount allowed by applicable law, whichever is less. All Fees are non-refundable except as may be set out in Section 7.2 (**Warranty Remedy**) or Section 8.1 (**Indemnification by RhythmsAI**). RhythmsAI is responsible for any sales, use, GST, value-added, withholding, or similar taxes or levies that apply to Orders, whether domestic or foreign, including RhythmsAI's income tax ("**Taxes**"). Fees are inclusive of all Taxes.

5.2 Authorization. If Customer elects to pay any Fees with a credit card, Customer authorizes RhythmsAI and its third-party payment processors to charge all Fees to such credit card. Additionally, RhythmsAI or its third-party payment processors is authorized to seek pre-authorization of Customer's credit card account prior to Customer's purchase to verify that the



credit card is valid and has the necessary funds or credit available to cover all Fees that are due.

5.3 Pricing. RhythmsAI's Fees are fixed during the Initial Term. RhythmsAI may change pricing for any renewal Subscription Term of any Order; provided that, increase in Fees in any renewal Term shall not exceed the greater of (a) 3% of the Fees effective during the immediately preceding 12-month period of the renewal Term, or (b) the corresponding percentage increase in the CPI for the most recently available prior 12-month period. CPI" is defined as the "Consumer Price Index for all Urban Consumers" (Index base: 1982/1984 = 100; Index Component: All Items) published by the Bureau of Labor Statistics, United States Department of Labor or its nearest equivalent as mutually agreed to by the parties if not so published; provided further that, in the case of any increase in Fees, RhythmsAI shall provide at least 90 days' prior written notice to Customer of such new fees and charges (which may be sent by email but not through the Services or RhythmsAI platform). RhythmsAI may make promotional offers with different features and different pricing to any of RhythmsAI's other customers. These promotional offers, unless made to Customer, will not apply to Customer.

6. Term and Termination

6.1 Term. The term of this Agreement starts on the Effective Date and continues until expiration or termination of all Subscription Terms (the "**Term**"). Except as set forth in an Order, each Subscription Term will automatically renew for successive 12-month periods unless either party gives the other party notice of non-renewal at least 30 days before the current Subscription Term ends.

6.2 Termination for Material Breach. Either party may terminate this Agreement (including any or all Orders) if the other party: (a) fails to cure a material breach of this Agreement (including a failure to pay fees) within 30 days after notice; (b) ceases operation without a successor; or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days. For clarity, any failure by Customer to timely pay to RhythmsAI any undisputed amounts owing under this Agreement will constitute a material breach of this Agreement. If Customer fails to timely pay any undisputed Fees, RhythmsAI may, without limitation to any of its other rights or remedies, suspend Customer's access to the Services until it receives all amounts due.

6.3 Post-Termination Obligations. If this Agreement is terminated for any reason: (a) Customer will pay to RhythmsAI any Fees, compensation, or other amounts that have accrued prior to the effective date of the termination; and (b) any and all liabilities accrued prior to the effective date of the termination will survive. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: 4.1 (**Ownership of Customer Data**), 4.3 (Usage Data, Aggregated Data), 4.4 (Feedback), 6.3 (**Post-Termination Obligations**), 7 (Warranties and Disclaimer), 8 (Indemnification), 9 (Limitation of Liability), 10 (Confidentiality), and 11 (General Terms). Promptly following the termination or expiration of this Agreement, RhythmsAI will delete or return all Customer Data including all copies, whether in physical or electronic format, except as required by law to be retained. It is Customer's sole responsibility to save copies of Customer Data prior to any expiration or termination of this Agreement. At Customer's request RhythmsAI may use commercially reasonable efforts to recover and export copies of Customer Data, but has no obligation to make available to Customer copies of Customer Data upon expiration or termination of this Agreement.

7. Warranties and Disclaimer

7.1 Mutual Warranties. Each party represents and warrants to the other that: (a) this



Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement; and (c) the execution, delivery, and performance of this Agreement does not violate the laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

7.2 RhythmsAI Limited Warranty. RhythmsAI warrants to Customer that (a) each of the Services will perform materially as described in its Documentation and SLA and RhythmsAI will not materially decrease the overall functionality of the Service; b) Subject to Force Majeure in Section 11.7, RhythmsAI shall, in accordance with the provisions of this Section 7.2, maintain or cause to be maintained disaster avoidance procedures designed to safeguard the Customer Data and Customer's other Confidential Information, RhythmsAI's Processing capability, and the availability of the Services, in each case throughout the Term and at all times in connection with its actual or required performance of the Services hereunder; (c) RhythmsAI has, and throughout the Term and any additional periods during which RhythmsAI does or is required to perform the Services will have, the unconditional and irrevocable right, power, and authority, including all permits and licenses required, to provide the Services and grant and perform all rights and licenses granted or required to be granted by it under this Agreement; (d) neither RhythmsAI's grant of the rights or licenses hereunder nor its performance of any Services or other obligations under this Agreement does or at any time will: (i) conflict with or violate any applicable law, including any law relating to data privacy, data security, or Personal Information; (ii) require the consent, approval, or authorization of any governmental or regulatory authority or other third party; or (iii) require the provision of any payment or other consideration by Customer or any Authorized User to any third party, and RhythmsAI shall promptly notify Customer in writing if it becomes aware of any change in any applicable law that would preclude RhythmsAI's performance of its material obligations hereunder; (e) the Services, Documentation, and all other Services and materials provided by RhythmsAI under this Agreement will not infringe, misappropriate, or otherwise violate any intellectual property right or other right of any third party; and (f) RhythmsAI Systems and Services are and will remain free of Harmful Code (collectively, **"Limited Warranty"**) during a Subscription Term (**"Limited Warranty Period"**). If RhythmsAI breaches a Limited Warranty during the Limited Warranty Period and Customer makes a reasonably detailed warranty claim in the manner required by RhythmsAI within 30 days of discovering a breach of the Limited Warranty for the applicable Services, RhythmsAI shall promptly correct the non-conformity. If RhythmsAI cannot do so within 30 days of receipt of Customer's warranty claim, either party may terminate the affected Order as it relates to the non-conforming Service. RhythmsAI will then refund to Customer any pre-paid, unused fees for the terminated portion of the applicable Subscription Term. This Section sets forth Customer's exclusive remedy and RhythmsAI's entire liability for breach of the Limited Warranty, except as provided in Section 8 (*Indemnification*). These warranties do not apply to: (a) issues caused by Customer's or Authorized Users' misuse of or unauthorized modifications to the applicable Service, provided that breach of any Limited Warranty would not have occurred without such Customer's misuse or modification; (b) issues in or caused by Third-Party Platforms or other third-party systems; (c) use of the applicable Service other than according to the Agreement or Documentation; or (d) Trials and Betas or other free or evaluation use.

7.3 Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 7 (WARRANTIES AND DISCLAIMER), RHYTHMSAI MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. RHYTHMSAI EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY,



FITNESS FOR A PARTICULAR PURPOSE, QUALITY, AND ACCURACY. RHYTHMSAI DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SERVICES. RHYTHMSAI IS NOT LIABLE FOR ERRORS, OMISSIONS, OR MISTAKES IN CUSTOMER DATA OR

CUSTOMER'S USE OF ANY OUTPUT PROVIDED BY THE SERVICES AND ANY ERRORS, OMISSIONS, OR INACCURACIES IN SUCH INFORMATION. RHYTHMSAI DOES NOT WARRANT THAT THE SERVICES ARE ERROR-FREE OR THAT OPERATION OF THE SERVICES WILL BE SECURE OR UNINTERRUPTED. THE OUTPUTS THE SERVICES PRODUCE ARE RECOMMENDATIONS ONLY AND OFFER NO GUARANTEE OR WARRANTY ABOUT ANY BUSINESS OUTCOME OR RESULT. RHYTHMSAI EXERCISES NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE CUSTOMER'S USE OF THE SERVICES.

8. Indemnification

8.1 Indemnification by RhythmsAI. RhythmsAI will defend Customer from and against any third-party claim to the extent alleging that a Service as operated by RhythmsAI, when used by Customer as permitted under the applicable Order, infringes or misappropriates a third-party's U.S. patent, copyright, trademark, or trade secret, and will indemnify and hold harmless Customer against any damages and costs arising out of any judicial, administrative, or arbitration action, suit, claim, investigation, or other proceeding (including reasonable attorneys' fees) or agreed in a settlement by RhythmsAI resulting from the claim. In response to an actual or potential infringement or misappropriation claim or otherwise relating to violation of intellectual property rights, if required by settlement or injunction or as RhythmsAI determines necessary to avoid material liability, RhythmsAI may at its option: (a) procure rights for Customer's continued use of the applicable Service; (b) replace or modify the allegedly infringing portion of the applicable Service to avoid infringement or misappropriation without reducing the Service's overall functionality; or (c) terminate the affected Order and refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term. RhythmsAI's obligations in this Section 8.1 do not apply to infringement or misappropriation resulting from Customer's unauthorized modification of Services or use of Services in combination with items not provided by RhythmsAI (including Third-Party Platforms) without RhythmsAI's permission, provided that no infringement, misappropriation, or other violation of third party rights would have occurred without such unauthorized modification or combination.

8.2 Indemnification by Customer. Customer will defend RhythmsAI from and against any third-party claim to the extent resulting from Customer Data, Customer Materials, or Customer's breach or alleged breach of Section 4.7 (Customer Obligations), and will indemnify and hold harmless RhythmsAI against any damages and costs awarded against RhythmsAI (including reasonable attorneys' fees) or agreed in a settlement by Customer resulting from the claim.

8.3 Procedure. The indemnifying party's obligations in this Section 8 are subject to it receiving: (a) prompt written notice of the claim; (b) the right to control and direct the investigation, defense, and settlement of the claim; and (c) all reasonably necessary cooperation of the indemnified party, at the indemnifying party's expense for reasonable out-of-pocket costs. The indemnifying party may not settle any claim without the indemnified party's prior consent if settlement would require the indemnified party to admit fault or take or refrain from taking any action. The indemnified party may participate in a claim with its own counsel at its own expense.

9. Limitations of Liability

9.1 Disclaimer of Indirect Damages. EXCEPT FOR THOSE EXCEPTIONS PROVIDED IN SECTION 9.4 OR TO THE EXTENT PROHIBITED BY APPLICABLE LAW, NEITHER



PARTY (NOR ITS AFFILIATES) WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THEIR POSSIBILITY IN ADVANCE.

9.2 Cap on Liability. EXCEPT FOR THOSE EXCEPTIONS PROVIDED IN SECTION 9.4 OR TO THE EXTENT PROHIBITED BY APPLICABLE LAW, EACH PARTY'S (AND ITS AFFILIATES) ENTIRE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED IN AGGREGATE THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO RHYTHMSAI PURSUANT TO THIS AGREEMENT DURING THE 12 MONTHS PRIOR TO THE DATE ON WHICH THE APPLICABLE CLAIM GIVING RISE TO THE LIABILITY AROSE UNDER THIS AGREEMENT.

9.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY RHYTHMSAI TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 9 (*LIMITATIONS OF LIABILITY*) WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

9.4 THE LIMITATIONS ON LIABILITY SET FORTH IN SECTION 9.1 AND SECTION 9.2 SHALL NOT APPLY TO: (A) DAMAGES OR LOSSES SUBJECT TO INDEMNIFICATION AS PROVIDED IN SECTION 8; (B) DAMAGES OR LOSSES ARISING UNDER OR RELATING TO A PARTY'S BREACH OF ITS CONFIDENTIALITY OR DATA SECURITY OBLIGATIONS UNDER THIS AGREEMENT; OR (C) DAMAGES OR LOSSES ARISING UNDER OR RELATING TO THE FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF EITHER PARTY. EACH PARTY'S (AND ITS AFFILIATES) ENTIRE LIABILITY RELATED TO (A), (B), AND (C) WILL NOT EXCEED \$500,000 (USD).

9.5

10. Confidentiality

10.1 Definition. "**Confidential Information**" means any trade secrets or other information of a party not generally available to the public, whether of a technical, business, or other nature (including information relating to a party's technology, software, products, services, designs, methodologies, business plans, finances, marketing plans, customers, prospects, or other affairs), that is disclosed to a party during the term of this Agreement and that such party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party. Confidential Information does not include any information that: (a) was known to the receiving party prior to receiving the same from the disclosing party in connection with this Agreement; (b) is independently developed by the receiving party without use of or reference to the Confidential Information of the disclosing party; (c) is acquired by the receiving party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the receiving party. Customer Data is the Confidential Information of Customer. Rhythm's Confidential Information includes the terms and conditions of this Agreement and any Usage Data.

10.2 Restricted Use and Nondisclosure. During and after the term of this Agreement, each party will: (a) use the other party's Confidential Information only to fulfill its obligations and exercise its rights under this Agreement including Section 4 (Customer Data); (b) not disclose the other party's Confidential Information to a third party unless the third party must access



the Confidential Information to perform in accordance with this Agreement; and (c) maintain the secrecy of, and protect from unauthorized use and disclosure, the other party's Confidential Information to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. Please read RhythmsAI's U.S. Data Processing Addendum (the "**DPA**") located at www.getRhythmsAI.ai/dpa, which is incorporated into this Agreement, for information relating to RhythmsAI's collection, use, storage, and disclosure of Customer Data and any personally identifiable information provided or otherwise made available to RhythmsAI by or on behalf of Customer.

10.3 Required Disclosure. If either party is required by law to disclose the Confidential Information or the terms of this Agreement, the disclosing party must give prompt written notice of such requirement before such disclosure, to the extent permitted by law, and assist the non-disclosing party in obtaining an order protecting the Confidential Information from public disclosure. Any such required disclosure shall be limited to that portion of the Confidential Information that, in the opinion of counsel for receiving party, is required to be disclosed.

10.4 Return of Materials. Upon the termination or expiration of this Agreement, or upon earlier request, each party will deliver to the other all Confidential Information that it may have in its possession or control.

11. General Terms

11.1 Amendments. Any amendments, modifications, or supplements to this Agreement must be in writing and signed by each party's authorized representatives. Nonetheless, with written notice to Customer, RhythmsAI may modify the SLA or DPA to reflect new features or changing practices, but the modifications will not materially decrease RhythmsAI's overall obligations during a Subscription Term. The terms in any Customer purchase order or business form will not amend or modify this Agreement and are expressly rejected by RhythmsAI; any of these Customer documents are for administrative purposes only and have no legal effect.

11.2 Relationship. RhythmsAI will be and act as an independent contractor (and not as the agent or representative of Customer) in the performance of this Agreement. This Agreement will not be interpreted or construed as: (a) creating or evidencing any association, joint venture, partnership, or franchise between the parties; (b) imposing any partnership or franchise obligation or liability on either party; or (c) prohibiting or restricting RhythmsAI's performance of any services for any third party or the provision of products to any third party. Customer must not represent to anyone that Customer is an agent of RhythmsAI or is otherwise authorized to bind or commit RhythmsAI in any way without RhythmsAI's prior authorization.

11.3 Assignability. Neither party may assign this Agreement without the prior consent of the other party, except that either party may assign this Agreement in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all its assets or voting securities to the other party involved in such transaction. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

11.4 Subcontractors. RhythmsAI may utilize a subcontractor or other third party to perform its duties under this Agreement so long as RhythmsAI remains responsible for all of its obligations under this Agreement.

11.5 Reference. Subject to Section 10 (Confidentiality), without Customer's prior written consent, RhythmsAI shall not use Customer's name and logo on RhythmsAI's web site and in marketing and advertising materials.



11.6 Notices. Except as set out in this Agreement, any notice or consent under this Agreement must be in writing to the addresses on the first page and will be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if by certified or registered U.S. mail (return receipt requested); or (c) one day after dispatch if by a commercial overnight delivery service. Notices may not be sent via email unless otherwise expressly permitted elsewhere in this Agreement. Either party may update its address with notice to the other party. RhythmsAI may also send operational notices to Customer by email.

11.7 Force Majeure. Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) due to events beyond its reasonable control, such as a strike, blockade, war, pandemic, act of terrorism, riot, Internet or utility failures, refusal of government license, or natural disaster (**"Force Majeure Events"**).

11.8 Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Florida, without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in Pinellas or Hillsborough County, Florida in connection with any action arising out of or in connection with this Agreement.

11.9 Intentionally Omitted.

11.10 Waivers and Severability. Waivers must be signed by the waiving party's authorized representative and cannot be implied from conduct. If any provision of this Agreement is held invalid, illegal, or unenforceable, it will be limited to the minimum extent necessary, so the rest of this Agreement remains in effect.

11.11 Entire Agreement. This Agreement (which includes all Orders, the SLA, and the DPA,) is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. This Agreement may be executed in counterparts (including electronic copies and PDFs), each of which is deemed an original and which together form one and the same agreement.



Service Level Agreement

1. Fees and Payment

1.1 Additional Defined Terms. In addition to capitalized terms used in the applicable Order or Cloud Services Agreement between the RhythmsAI and Customer (“**Agreement**”), the capitalized terms in this Service Level Agreement have the following definitions:

- “**Emergency Maintenance**” means critical changes to a Service that cannot wait for Scheduled Maintenance including changes that could destabilize the Service if not addressed expeditiously, security related issues, or technical problems that could impact the availability of a Service.
- “**Scheduled Maintenance**” means RhythmsAI’s scheduled routine maintenance for a Service including to fix non-critical errors and implement Service changes.
- “**Uptime**” means the time a Service is available during each calendar month.

1.2. Target Uptime. RhythmsAI will use commercially reasonable efforts to meet or exceed an Uptime of 99.9%.

1.3. Exclusions. The calculation of Uptime will not include unavailability due to any of the following (collectively “**Uptime Exclusions**”): (a) Customer’s use of a Service in a manner not authorized in the Agreement or Documentation; (b) general internet problems; (c) Force Majeure Events or other factors outside of RhythmsAI’s reasonable control; (d) Customer software, equipment, network connections or other infrastructure; (e) Third-Party Platforms or other third party systems, acts, or omissions; (f) Scheduled Maintenance; or (g) Emergency Maintenance.

1.4. Service Credits. If a Service fails to meet Uptime in a particular calendar month, RhythmsAI verifies such failure, and Customer makes a request for credit within 30 days after the end of such calendar month, Customer will be entitled to a credit based on the monthly fees due for the affected Service in such calendar month, which will be calculated as follows (“**Service Credit**”):

| Uptime | Service Credit (% of calendar monthly fees) |
|-----------------|---|
| 99.00% - 99.9% | 5% |
| 98.00% - 98.99% | 20% |
| < 98.00% | 40% |

2. RhythmsAI will apply each Service Credit to Customer’s next invoice if Customer’s account is fully paid up and there are no outstanding payment issues or disputes. Customer will not receive any refund for any unused Service Credits. Service Credits in any calendar month will not exceed 40% of the calendar monthly fees due. Service Credits constitute liquidated damages and are not a penalty. Service Credits are Customer’s exclusive remedy, and RhythmsAI’s entire liability, for RhythmsAI’s failure to meet the Uptime.
3. Support. Customer may contact RhythmsAI to obtain support or resolve problems with the Services described in Orders. RhythmsAI has no obligation to provide support to the extent an issue arises from: (a) use of the Service, including, without limitation, in a manner expressly prohibited by the Documentation or specifications; (b) use in conjunction with systems, products, or components not reasonably anticipated to be used with the Service or part thereof; or (c) modifications to the Service that were neither made by or authorized by RhythmsAI.