

RhythmsAI Order Form

Date	July 9, 2025
Payment Terms	Net 30 (from Invoice Receipt)
Invoice Schedule	See below
Order Form Effective Date	July 23, 2025
Initial Term End Date	July 22, 2028

Customer Name	Customer Billing Address	Business Contact	Invoice Contact
Sera Prognostics, Inc.	2749 East Parleys Way, Suite 200 Salt Lake City, UT 84109	Spencer Quinney 801.990.0666 squinney@sera.com	Veronica Johnson vjohnson@sera.com

Subscription

Line #	Services Description	Quantity	Unit Price	Total Price/ Year	Initial Term
1	RhythmsAI OKR Platform All RhythmsAI Connectors (PowerBI, Planner, Jira, and more)  Enterprise Security: (Includes Single Sign-On and SCIM support)	100 Owner Users	<del>\$12 user/month</del> \$8	\$7,680 for up to 100 Owner Users	3 years
2	White Glove Setup Customized setup including user and team provisioning	1		Included	1 year

Payment Schedule

Services Description	Invoice Description	Invoice Date	Invoice Amount
RhythmsAI OKR Platform (added Enterprise Security)	Year 1 Subscription Fees	July 23, 2025	\$7,680
	Year 2 Subscription Fees	July 23, 2026	\$7,680
	Year 3 Subscription Fees	July 23, 2027	\$7,680

## Terms and Conditions:

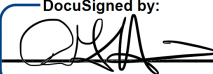
1. Customer subscribes to the RhythmsAI services described in this Order Form. This Order Form is subject to the RhythmsAI Cloud Services Agreement below, Privacy Policy at <https://www.rhythms.ai/privacy-policy>, and RhythmsAI U.S. Data Processing Addendum at <https://www.rhythms.ai/dpa>.
2. The initial 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.
3. 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, all of which are Customer's responsibility.
4. Any use of the Services in excess of the quantities stated above will incur additional fees.
5. Customer agrees that all executed Order Forms are non-cancelable, and all payments are non-cancelable and non-refundable, except as expressly provided in the Cloud Services Agreement below.

**Sera Prognostics, Inc.**

**Name: Robert Harrison**

**Title: CIO**

**Signature:**

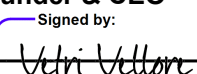
DocuSigned by:  
  
38D3BFFDF4654B9...

**VTVK, Inc.**

**Name: Vetri Vellore**

**Title: Co-Founder & CEO**

**Signature:**

Signed by:  
  
39DE4C68C41743D...

**VTVK, Inc.****Cloud Services Agreement**

This Cloud Services Agreement (“**Agreement**”) is between VTVK, Inc. d/b/a RhythmsAI (“**RhythmsAI**”) and the customer identified in the Order Form above (“**Customer**”) and is effective as of the Effective Date identified above.

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 and the Services generate responsive outputs using artificial intelligence and integrations with third-party applications used by Customer. This Agreement allows Customer to purchase access to certain Services as specified under one or more orders that are executed by the parties and reference this Agreement (“**Order**”).

**1. Definitions**

1.1 “**Affiliate**” means any entity that, directly or indirectly, controls, is controlled by or is under common control with such entity (but only for so long as such control exists), where “control” means the ownership of more than 50% of the outstanding shares or securities representing the right to vote in the election of directors or other managing authority of such entity.

1.2 “**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. Aggregated Data is not considered to be Customer Data under the terms of this Agreement.

1.3 “**Authorized Users**” means individuals who are employees or contractors of Customer or its Affiliates and who will use the Services in order to perform their obligations to Customer or its Affiliates.

1.4 “**Customer Data**” means any (a) data, files, documents, text, images, information, or other materials that 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; and (b) Outputs.

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

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

1.7 “**Outputs**” means the data and information generated by the Services in response to data and information provided by Customer to the Services.

1.8 “**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.

1.9 “**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.

1.10 “**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. Use of the Services**

2.1 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. The parties agree that Customer’s Affiliates may, as a contracting party, execute an Order under this Agreement, in which event such Affiliate will be bound by the terms of this Agreement as if such Affiliate was Customer.

2.2 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 10.3 ) 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.

2.3 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 10.3) 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.

2.4 Service Availability and Support Services. During a Subscription Term, RhythmsAI will use commercially reasonable efforts to provide the applicable Services in accordance with RhythmsAI's Service Level Agreement, which is attached to this Agreement as Exhibit A (the "**SLA**"), and will provide support services as described in Exhibit A.

2.5 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 2.2 and Section 2.6.

2.6 Use Restrictions. Customer's access to and use of the Services is limited solely to access and use by Customer's 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 Services in compliance with applicable law. Customer is responsible for all actions of its Authorized Users in connection with the Services 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 or encourage 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 safeguards or other security or other technological features or measures of the Services (including integrated LLMs). Customer will only use the Services and Documentation in compliance with all applicable laws and regulations.

2.7 Protection against Unauthorized Use. Customer will use its commercially reasonable efforts to prevent any unauthorized use of the Services and Documentation and will immediately notify RhythmsAI in writing of any unauthorized use that comes to Customer's attention. If there is unauthorized use by anyone who obtained access to the Services directly or indirectly through Customer, Customer will take all steps reasonably necessary to terminate the unauthorized use. Customer will reasonably cooperate and assist with any actions taken by RhythmsAI to prevent or terminate unauthorized use of the Services or Documentation.

2.8 Reservation of Rights. Customer acknowledges and agrees that RhythmsAI exclusively owns all right, title and interest in and to the Services, Technical Services deliverables and Documentation and all portions thereof, together with all intellectual property and other proprietary rights relating thereto, including all copyrights, patent and trade secret rights, as well as all updates, upgrades, improvements, enhancements, modifications, configurations, extensions, and derivative works of any of the foregoing, notwithstanding any other provision in this Agreement. RhythmsAI reserves to itself all rights to the Services, Technical Services deliverables, and Documentation not expressly granted to Customer in accordance with this Agreement.

### 3. Customer Data

3.1 Ownership and Use of Customer Data. As between Customer and RhythmsAI, Customer is and remains the sole and exclusive owner of all right, title, and interest in and to all Customer Data, including all intellectual property rights relating thereto. Customer is responsible for its Customer Data, including its content and accuracy. Customer grants RhythmsAI a limited, non-exclusive, worldwide license to store, transmit and process (“**Process**”) Customer Data solely to: (a) provide and maintain the Services and Technical Services according to the terms of this Agreement and the applicable Order; and (b) create and compile Usage Data and Aggregated Data subject to the terms of this Agreement. RhythmsAI shall not utilize Customer Data for marketing purposes, unrelated commercial purposes, or any purpose other than expressly described herein without Customer’s prior written consent.

3.2 Usage Data; Aggregated Data. RhythmsAI may collect, generate, transmit and otherwise process Usage Data and Aggregated Data for any legally permitted purpose, such as to: (a) track use of Services; (b) provide support for Services; (c) monitor the performance and stability of the Services; (d) prevent or address technical issues with the Services; and (e) improve Services.

3.3 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.

3.4 Integrations. RhythmsAI may make available one or more integrations through the Services that enable Customer to import or export data to or from Customer’s account on a Third-Party Platform, including Slack and Google. By linking Customer’s account on the Services with an account on the Third-Party Platform, Customer authorizes RhythmsAI to Process any such data (including Customer Data) in connection with the applicable integration for purposes of providing the Services to Customer. By enabling an integration with a Third-Party Platform, Customer represents and warrants that Customer has the necessary licenses, rights, consents, and permissions to authorize RhythmsAI to access the Customer Data on such Third-Party Platform. RhythmsAI will not transmit data to, or receive data from, Customer’s account on the Third-Party Platform for any other reason. Use of Third-Party Platforms remains subject to Customer’s agreement with the relevant provider and not this Agreement.

3.5 LLMs; Outputs. RhythmsAI extracts information from and analyzes Customer Data using LLMs, including through features of the Services that leverage APIs provided by LLMs. RhythmsAI will not use Customer Data to train RhythmsAI’s or its third-party artificial intelligence models. Customer acknowledges Outputs are generated through machine learning processes and are not 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. Fees and Payment

4.1 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 undisputed Fees are due within 30 days of invoice receipt. If Customer disputes any invoiced amount, Customer will notify RhythmsAI in detail in writing as to the nature of the disputed Fees and the reason for Customer’s disagreement prior to the due date of the payment, but Customer will pay all undisputed Fees on the applicable invoice by their due date. RhythmsAI will respond by providing documentation in reasonable detail for the disputed Fees. The parties will make all reasonable attempts to resolve the dispute in good faith and as amicably as possible within thirty (30) days. Late payments of undisputed Fees 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 6.2 or Section 7.1. Customer is responsible for any sales, use, GST, value-added,

withholding, or similar taxes or levies that apply to Orders, whether domestic or foreign, other than RhythmsAI's income tax ("**Taxes**"). Fees are exclusive of all Taxes.

4.2 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.

4.3 Fees for Renewals. The Fees set forth on an Order form apply only for the initial Subscription Term stated on the Order Form. RhythmsAI will notify Customer of the Fees applicable for each renewal Subscription Term at least 60 days before the current Subscription Term ends.

## 5. Term and Termination

5.1 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.

5.2 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.

5.3 Post-Termination Obligations. If this Agreement is terminated for any reason any and all payment and other 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: 3.2, 3.3, 5.3, 6.2, 8, 9, and 10. 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.

## 6. Warranties and Disclaimer

6.1 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.

6.2 RhythmsAI Limited Warranty. RhythmsAI warrants to Customer during the Subscription Term ("**Limited Warranty Period**") that the Services will perform materially as described in the Documentation and RhythmsAI will not materially decrease the overall functionality of the Services ("**Limited Warranty**"). If RhythmsAI breaches the 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, then RhythmsAI will use commercially reasonable efforts to correct the non-conformity. If RhythmsAI cannot do so within 30 days of receipt of Customer's properly submitted warranty claim, either party may

terminate the affected Order as it relates to the non-conforming Services. 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. These warranties do not apply to: (a) issues caused by Customer's or Authorized Users' misuse of or unauthorized modifications to the applicable Services; (b) issues in or caused by Third-Party Platforms or other third-party systems not under RhythmsAI's control; (c) use of the applicable Services other than according to the Documentation; or (d) trials and betas or other free or evaluation use.

6.3 Disclaimer. Except for the express representations and warranties stated in this Section 6, RhythmsAI makes no 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, accuracy, title, and non-infringement. 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.

## 7. Indemnification

7.1 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 awarded against Customer (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 Services; (b) replace or modify the allegedly infringing portion of the applicable Services to avoid infringement or misappropriation without reducing the overall functionality of the Services; 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 7.1 do not apply: (a) to infringement or misappropriation resulting from Customer's modification of Services or use of Services in combination with items not provided by RhythmsAI (including Third-Party Platforms); (b) to unauthorized use of Services; (c) if Customer settles or makes any admissions about a claim without RhythmsAI's prior consent; or (d) to trials and betas or other free or evaluation use.

7.2 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 this Agreement, 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.

7.3 Procedure. The indemnifying party's obligations in this Section 7 are subject to it receiving: (a) prompt written notice of the claim; (b) the exclusive 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 (other than relating to use of the Services, when RhythmsAI is the indemnifying party). The indemnified party may participate in a claim with its own counsel at its own expense.

## 8. Limitations of Liability

8.1 Disclaimer of Indirect Damages. NEITHER PARTY (NOR ITS AFFILIATES, SUPPLIERS OR LICENSORS) WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THEIR POSSIBILITY IN ADVANCE.

8.2 Cap on Liability. EACH PARTY'S (AND ITS AFFILIATES', SUPPLIERS' AND LICENSOR'S) 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 TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE APPLICABLE CLAIM GIVING RISE TO THE LIABILITY AROSE UNDER THIS AGREEMENT.

8.3 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 8 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

## 9. Confidentiality

9.1 Definition. “**Confidential Information**” means any non-public information of a party, 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 or its Affiliates during the term of this Agreement. 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 breach of this Agreement by the receiving party. Customer Data is the Confidential Information of Customer. Usage Data and Aggregated Data are the Confidential Information of RhythmsAI. The terms and conditions of this Agreement are the Confidential Information of both parties.

9.2 Restricted Use and Nondisclosure. During and after the term of this Agreement, the receiving party will: (a) use the disclosing party’s Confidential Information only to fulfill its obligations and exercise its rights under this Agreement including Section 3; (b) not disclose the disclosing party’s Confidential Information to a third party except as expressly permitted by this Agreement; and (c) maintain the secrecy of, and protect from unauthorized use and disclosure, the disclosing 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. The receiving party may disclose the disclosing party’s Confidential Information to the receiving party’s directors, officers, employees, contractors and agents who reasonably need to have access to such information to perform the receiving party’s obligations under this Agreement, and who are under written obligations of confidentiality and nonuse at least as protective as the terms of this Agreement. Please read RhythmsAI’s U.S. Data Processing Addendum (the “**DPA**”) located at [www.getRhythms.ai/dpa](http://www.getRhythms.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.

9.3 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.

9.4 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. Notwithstanding the foregoing, neither party will be required to return materials that it must retain in order to receive the benefits of this Agreement or properly perform in accordance with this Agreement.

## 10. General Terms

10.1 Entire Agreement; Amendments. 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. Any amendments, modifications, or supplements to this Agreement must



be in writing and signed by each party's authorized representatives or, as appropriate, agreed through electronic means provided by RhythmsAI. Nonetheless, with notice to Customer, RhythmsAI may modify the DPA to reflect changing practices and laws, but the modifications will not materially decrease RhythmsAI's overall data protection obligations during a Subscription Term. The terms in any purchase order, confirmation, invoice or other business form will not amend or modify this Agreement and are expressly rejected by the parties; any of these documents are for administrative purposes only and have no legal effect.

10.2 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.

10.3 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.

10.4 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 and for compliance with the terms of this Agreement by any such subcontractor or other third party.

10.5 Reference. Subject to Customer's prior written consent, RhythmsAI may use Customer's name and logo on RhythmsAI's web site and in marketing and advertising materials.

10.6 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 or through the Services.

10.7 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, including a strike, blockade, war, pandemic, act of terrorism, riot, Internet or utility failures, refusal of government license, or natural disaster ("**Force Majeure Events**").

10.8 Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Delaware, without reference to its choice of law rules. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in New Castle County, Delaware in connection with any action arising out of or in connection with this Agreement.

10.9 Commencing Legal Action. An action for breach of this Agreement or any other action otherwise arising out of this Agreement must be commenced within one year from the date the right, claim, demand, or cause of action first occurs or be barred forever.

10.10 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.

10.11 Interpretation. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation.

10.12 Counterparts. 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.

**Exhibit A****Service Level Agreement****1. Service Levels.**

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 the Services that cannot wait for Scheduled Maintenance including changes that could destabilize the Services if not addressed expeditiously, security related issues, or technical problems that could impact the availability of the Services.

"**Scheduled Maintenance**" means RhythmsAI's scheduled routine maintenance for the Services including to fix non-critical errors and implement Services changes.

"**Uptime**" means the time the applicable Services are available during each calendar month, calculated as provided below.

1.2. **Target Uptime.** RhythmsAI will use commercially reasonable efforts to meet or exceed an Uptime of 99.5%.

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 the Services 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 any Services fail to meet Uptime in a particular calendar month, RhythmsAI verifies such failure, and Customer makes a request for credit within thirty (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 Services in such calendar month, which will be calculated as follows ("**Service Credit**"):

<b>Uptime</b>	<b>Service Credit (% of calendar monthly fees)</b>
99.00% - 99.49%	5%
98.00% - 98.99%	10%
< 98.00%	15%

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 fifteen percent (15%) 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.

**2. Support.** Customer may contact RhythmsAI to obtain support or resolve problems with the Services. RhythmsAI has no obligation to provide support to the extent an issue arises from: (a) use of the Services in a manner not consistent with the Documentation or specifications; (b) use in conjunction with systems, products, or components not reasonably anticipated to be used with the Services; or (c) modifications to the Services that were not made by or authorized by RhythmsAI.