

Vivun, Inc. – BI Analytics Service Usage Terms

The following BI Analytics Service Usage Terms ("Analytics Terms") apply to all purchases of Vivun's suite of Analytics Products and Services ("Analytics Services"), and shall be construed in accordance with the [Master Subscription Agreement](#), located at www.legal.vivun.com (the "Agreement"). In the event of any conflict between these Analytics Terms and the Agreement, the terms of the Agreement shall prevail, control, or otherwise supersede any such inconsistency, conflict or ambiguity. By attaching the Analytics Terms to an Order Form, signing an Order Form with reference to the Analytics Terms, or using the Analytics Services in any capacity as a paid or unpaid End User, the Parties agree to both the Analytics Terms and the Agreement for the governance of any usage of the Analytics Services. Capitalized terms used herein shall have the meaning assigned to such terms as defined herein, and where such term is not defined within these Analytics Terms, such term shall have the meanings assigned thereto in the Agreement.

1. **Credit Purchase and Utilization:**

The Vivun Analytics Services are charged at a flat rate for a total number of units of computation, ("Vivun Credits," "Credits"), purchased by Customer for the Subscription Term on the applicable Order Form. Credits purchased at the beginning of the applicable Service Term are purchased as a set of total Credits Per Month ("Monthly Allotment"). Credits are not aggregated and not pro-rated, but rather are allocated as a static total per each calendar month within the Subscription Term. Customer will have a static figure of their Monthly Allotment assigned to their account for each month within the Subscription Term.

Monthly Allotment Credits are consumed in the operation of the Analytics Services, and the rate at which they are consumed is solely dependent on Customer's utilization of the Analytics Services ("Credit Consuming Activities"). Customer accepts and acknowledges that Vivun maintains no liability for, or responsibility to monitor, Customer's utilization of the Analytics Services, including Customer's Credit Consuming Activities, and the impact of such Credit Consuming Activities on the Credits purchased for the applicable Service Term.

Additional Credits may be purchased at the current list price by contacting Finance@Vivun.com. Additional Credit purchases are subject to Vivun's sole discretion and may be denied by Vivun for any reason and at any time. Notwithstanding the foregoing, a Customer whose Credits are identified on a relevant order form as "Analytics Early Adopter Usage" or "Trial" shall (collectively "Complimentary Credit Recipient" or "Complimentary Credits"), in no event, have the ability to purchase additional Credits at any point within their Subscription Term. Moreover, Vivun may, at its sole discretion, at any time, and without Notice, reduce, remove, or otherwise restrict a Complimentary Credit Recipient's access to any Credits or Credit Consuming Activities, regardless of whether or not such credits are identified on any applicable order form. All Complimentary Credit Recipient access shall be governed by the Trial Terms located within the [Master Subscription Agreement](#).

2. **Suspension:**

- a. **Temporary Suspension:** Vivun may automatically suspend any further Credit Consuming Activities where:
 - i. Customer's in-month Credit Consuming Activities have exhausted the Monthly Allotment, or;
 - ii. Vivun has identified that Customer's Credit Consuming Activities are likely to lead to an overconsumption or premature total consumption of their Monthly Allotment.
- b. **In-Month Resumption:** In the event that Customer's Credit Consuming Activities have been suspended pursuant to Section 2(ii) above, Customer may request Vivun permit Customer to resume the Credit Consuming Activities, where Vivun Customer still has remaining, un-used, purchased Credits ("Analytics Service Reactivation"). Note, Vivun may refuse to honor any Analytics Service Reactivation in its sole discretion.

3. Permanent Suspension:

In the event that Customer's Credit Consuming Activities have consumed the total Credits purchased by Customer for the applicable Service Term, Vivun will automatically suspend any Credit Consuming Activities until such time as Customer has purchased additional Credits. Additional Credits can be purchased by contacting Vivun at Finance@Vivun.com.

4. Notifications:

Notwithstanding the foregoing, Vivun will use all commercially reasonable efforts to communicate to Customer of any Temporary or Permanent Suspensions, prior to their imposition. All parties acknowledge that any Suspension, as defined herein, is wholly contingent on Customer's use of the Analytics Services, and as such, may be caused or triggered by Customer outside of Vivun's hours of operation.

5. Payment:

The total fees for purchasing the Subscription Term Credits are outlined in Customer's applicable Order Form and any additional Order Form(s). Unless otherwise negotiated by and between Customer and Vivun, all fees are payable upfront and in accordance with the Master Subscription Agreement.

6. Credit Rollover:

Credits purchased during the Subscription Term do not roll over from any initial Subscription Term to any future or subsequent Subscription Term.

7. Automatic Overage Protection:

For Customers with purchased credits (not Complimentary Credits), Vivun may permit additional Credit Consuming Activities where Customer has used the entirety of their Monthly Allotment. In such event, each Credit consumed above the Monthly Allotment shall be charged in arrears, at the first of the following month, with Net 30 payment terms. The in-month cost for additional credits is subject to change, without notice to Customer and can be accessed at the following link: <https://legal.vivun.com/legal.html#contract-myipgaup>. Please note, additional Credits purchased pursuant to this Section 6 shall be charged at the published rate on the beginning of the calendar month following the month in which they were incurred.