

Vivun Inc. - Consumable Service Terms

These Hourly Services and Prepaid Consumables Terms (“Consumable Services Terms”) govern Customer’s purchase and use of any Hourly Consumables, including those which are prepaid or pre-purchased by customer, provided as a use-it-or-lose-it consumable package, or extended via the following overage billing practices and which are provided by Vivun directly, or in connection with the Services, as identified in an Order Form, or through any other purchasing process.

These terms are incorporated by reference into the Vivun Master Subscription Agreement (“MSA”) located at <https://vivun.com/master-subscription-agreement>, or such other URL as Vivun may designate from time to time, and shall govern to the extent they apply to specific Services purchased by Customer. In the event of any conflict between these Consumable Services Terms and the MSA, these terms shall control solely with respect to the subject matter herein.

1. Hourly Consumables – Prepaid and Arrear Billing.

- a. *Prepaid Hours.* Customer may purchase in advance a package of hourly-based Services (“Prepaid Hours”) as set forth in the applicable Order Form or through any other purchasing process. Customer shall pay in full for Prepaid Hours upon purchase.
- b. *Consumption Period and Expiration.* Prepaid Hours must be utilized within the Consumption Period, as specified in the applicable Order Form. Any unused Prepaid Hours at the end of the Consumption Period shall expire and are non-refundable (“Use-It-or-Lose-It”).

- c. *Arrears Billing on Excess Usage.* If Customer's actual usage exceeds the Prepaid Hours during the Consumption Period, such excess hours shall be billed monthly in arrears at Vivun's then-current standard hourly rate (or such rate defined in the Order Form). Billing will occur on the first invoice following the end of each calendar month in which excess hours were consumed.
 - d. *Metered Consumables.* In addition to Prepaid Hours, Customer may access Hourly Consumables on a not-prepaid, metered, basis ("Metered Consumables") where the applicable pricing and unit of measure are set forth in an Order Form, other purchasing mechanism, or posted by Vivun at the Vivun Legal center located at legal.vivun.com. Metered Consumables are billed in arrears based on actual usage at the rates and in the increments specified in the relevant purchasing document.
 - e. *Discretionary Nature of Arrears Billing.* Customer acknowledges and agrees that any access to Hourly Consumables on an arrears-billed basis, whether in the form of excess usage beyond Prepaid Hours or as Metered Consumables, is provided solely at Vivun's discretion and subject to operational controls. Vivun reserves the right to cap, throttle, suspend, or discontinue Customer's access to arrears-billed Services at any time and for any reason, including but not limited to excessive usage, credit risk concerns, or service availability constraints. No such limitation or suspension shall give rise to any refund, offset, or liability on the part of Vivun. Vivun may require prepayment or additional assurances (such as purchase orders or deposits) as a condition to continued access to arrears-billed Services.
2. *Usage Notifications.* Vivun may provide usage notifications (e.g., monthly usage statements or alerts when threshold reached), but Customer is solely responsible for tracking Prepaid Hours usage.

3. *Service Availability.* Customer acknowledges that all Services associated with Hourly Consumables are offered on an “as-is” and “as-available” basis. Vivun does not guarantee the availability of any particular resource at any given time. Certain types of hourly consumables may be subject to scheduling limitations, processing availability, or other operational constraints, and may not be available at all times. No refunds, extensions, or credits shall be issued due to lack of availability within the Consumption Period.
4. *Non-Transferability.* Prepaid Hours are non-transferable and may only be used by Customer during the applicable Consumption Period. Any transfer or allocation of such hours must be agreed in writing by Vivun.
5. *Definitions.*
 - a. *“Consumption Period”* means the period during which Prepaid Hours must be used as specified in the Order Form (default: 12 months). If not otherwise specified consumption period will be coterminous with the then existing Subscription Period.
 - b. *“Prepaid Hours”* means the hours of Services purchased and paid in advance by Customer and identified in the Order Form or through any other purchasing mechanism.