

# Vivun Inc. - Consumable Credit Terms

These Vivun Consumable Credit Terms (“Consumable Credit Terms”) govern Customer’s purchase and use of any Consumable Credits, 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 (a) the Vivun Master Subscription Agreement (“MSA”) previously executed by Customer and Vivun, if any, or (b) if no such executed MSA exists, the Vivun Master Subscription Agreement located at <https://vivun.com/master-subscription-agreement> (or such other URL as Vivun may designate from time to time). These terms shall govern to the extent they apply to the 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. Consumable Credits - Service Credits and Consumption Mechanics

- a. Certain functions within the Services operate on a consumption-based model pursuant to which Customer is granted a pool of Consumable Credits (“Consumable Credits”) as specified in the applicable Order Form. Consumable Credits are consumed through Customer’s use of certain features, functions, or activities within the Services that require the expenditure of Consumable Credits (“Credit-Consuming Activities”). Consumable Credits are deducted from Customer’s available balance as such Credit-Consuming Activities are utilized.
- b. Each Credit-Consuming Activity has an associated rate at which Consumable Credits are consumed (“Consumption Rate”). Consumption Rates may differ across Credit-Consuming Activities based on, among other factors, the nature of the activity, computational intensity, third-party dependencies, infrastructure utilization, and ongoing development and support costs. “Credit Consumption Rate” means, with respect to each Credit-Consuming Activity, the number of Consumable Credits deducted from Customer’s available Credit balance, calculated as the applicable multiplier set forth in the then-current Credit Consumption Rate Card multiplied by the corresponding unit of measure or usage type (e.g., per minute, per transaction, or other defined metric) specified therein. Credit Consumption Rates are defined

per activity in the Rate Card and may be modified by Vivun from time to time on a prospective basis in accordance with the Agreement.

- c. Vivun may modify Consumption Rates for any Credit-Consuming Activity from time to time in response to changes in the Services, underlying costs, technical requirements, usage patterns, or market conditions. Any such modifications will apply prospectively only and will not require an amendment to this Agreement or the applicable Order Form. Modified Consumption Rates will apply solely to Credit-Consuming Activities occurring after the effective date of the change and will have no impact on Customer's cost per credit.
- d. Credits are applied on a pooled basis across all Credit-Consuming Activities within the Services, regardless of product, module, or feature, unless otherwise expressly stated in an applicable Order Form. Customer may allocate and utilize its Credits across any available Credit-Consuming Activities in its discretion, subject to the applicable Consumption Rates and availability of the Services.
- e. Each Credit-Consuming Activity has a distinct Consumption Rate. When multiple Credit-Consuming Activities are utilized simultaneously or in connection with a single workflow, Credits may be consumed concurrently for each applicable activity, and the total Credits deducted will reflect the aggregate of all applicable Consumption Rates.
- f. Service Credit Consumption Rates. The consumption rates applicable to Customer's use of Consumable Credits-based features of the Services is subject to Vivun's then-current Credit Consumption Rate Card ("Rate Card"), available at <https://legal.vivun.com/legal.html#contract-sjeittlxbe>, which describes applicable Credit Consumption Rates and related mechanics.
- g. Data Artifact Storage and Retention; Credit Consumption. Customer acknowledges that Credits may also be consumed in connection with the storage and retention of data generated by Credit-Consuming Activities, including stored calls and related artifacts. Customer further acknowledges that storage and retention costs increase over time as usage accumulates and that, as a Credit-Consuming Activity, such storage and retention pricing is intended to support scalability of the Services without modification of core commercial terms. Vivun may delete stored calls and related artifacts upon the earlier of (i) the expiration or termination of Customer's subscription to the Services or (ii) three (3) years from the date such data is generated. All storage and retention practices are subject to and governed by Vivun's security and data retention policies.

## 2. Consumable Credits – Prepaid and Arrear Billing:

- a. Prepaid Credits. Customer may purchase in advance a package, or specific number of Consumable Credits ("Prepaid Consumable Credits") as set forth in the applicable Order Form or through any other purchasing process. Customer shall pay in full for such Prepaid Consumable Credits upon purchase.

- b. Consumption Period and Expiration. Prepaid Consumable Credits must be utilized within the Consumption Period, as specified in the applicable Order Form. Any unused Consumable Credits 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 of Consumable Credits exceeds the Prepaid Consumable Credits during the Consumption Period, such excess credits shall be billed monthly in arrears at Vivun’s then-current standard rate (or such rate defined in the Order Form). Customer shall be invoiced following the end of each calendar month in which excess Consumable Credits were consumed. Customer shall be notified within 24 hours of such excession of Prepaid Consumable Credits.
  - d. Metered Consumable Credits. In addition to Prepaid Consumable Credits, Customer may access Consumable Credits 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. 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 Consumable Credits on an arrears-billed basis, whether in the form of excess usage beyond prepaid Consumable Credits 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.
3. Usage Notifications. Vivun shall provide usage notifications (through monthly usage statements, in-app notifications, or alerts when threshold reached), for tracking of the consumption of both Prepaid Consumable Credits and Metered Consumable Credits. Such Notification may be included in other Service billing charges.
  4. Service Availability. Customer acknowledges that each of the various Credit-Consuming Activities are offered on an “as-is” and “as-available” basis. Vivun cannot guarantee the availability of any particular Credit-Consuming Activities at any given time as certain types of Credit-Consuming Activities may be subject to scheduling limitations, processing availability, or other operational constraints. No refunds, extensions, or credits shall be issued due to lack of availability within the Consumption Period.
  5. Non-Transferability. Prepaid Consumable Credits are non-transferable and may only be used by Customer during the applicable Consumption Period.
  6. Price. The fees for the Consumable Credits are set forth in the applicable Order Form.
  7. Definitions.

- a. "Consumption Period" means the period during which Prepaid Consumable Credits 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. "Consumable Credit" means units of usage purchased in advance, provided for free by Vivun, or consumed on a metered basis, that entitle Customer to access and use certain Services or Service Components provided by Vivun or its sub-processors (including but not limited to video avatar rendering, voice synthesis, transcription, and other compute-intensive features such as those which provide third-party generative voice models, animation synthesis engines, or AI rendering platforms, as well as the long term storage of those components). Consumable Credits represent the processing time or compute resource allocation used to fulfill such Services and may be subject to use-it-or-lose-it expiration, availability limitations, or overage billing as described in the applicable Supplemental Service Terms or Order Form. Consumable Credits do not confer ownership of underlying technologies or deliverables and are consumed solely for execution or fulfillment of the associated functionality. Consumption of Consumable Credits shall be calculated by Vivun in its sole discretion based on system logs, API usage data, or other telemetry, and such calculations shall be final and binding. Credits do not have any monetary value, may not be redeemed for cash, and may be used solely within the Service.