Rhumbix Terms

Updated 04/22/2025

These terms apply only to customers who signed a Rhumbix Order Form prior to October 7, 2026.

IMPORTANT

NEW TERMS MAY APPLY

PLEASE READ THE MASTER SUBSCRIPTION AGREEMENT ("**AGREEMENT**"), CAREFULLY BEFORE USING THE RHUMBIX SOFTWARE. BY EXECUTING A SALES ORDER FORM INCORPORATING THIS AGREEMENT, AND/OR ACCESSING THE RHUMBIX SOFTWARE, YOU ARE ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

If you are signing up for the Service (as defined in Section 1 below) on behalf of a company, you represent that you are duly authorized to represent that company and accept the terms and conditions of the Agreement on behalf of the company. By your acceptance, a binding contract is then formed between Rhumbix, Inc. ("**Rhumbix**") and the company in accordance with the terms and conditions of this Agreement. Rhumbix may modify this Agreement in the future, however Customer is only subject to modified terms upon renewal of the Rhumbix Service. You personally agree not to commit or encourage any violation of the Agreement between Rhumbix and the company.

If you are entering into this Agreement on behalf of your company, the terms "You", "Your", and Customer in this Agreement means your company and all of its employees.

If you are entering into this Agreement on your own behalf, or if you are not authorized to represent the company on whose behalf you purport to sign up, you agree that you are personally bound by this Agreement. In such cases, the terms "You", "Your", and Customer in this Agreement mean you.

IF THE COMPANY YOU REPRESENT OR YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT CLICK ON THE "SUBMIT" BUTTON OR THE "I HAVE READ AND AGREE" BOX, DO NOT EXECUTE A SALES ORDER FORM INCORPORATING THIS AGREEMENT, AND DO NOT USE THE SERVICE.

MASTER SUBSCRIPTION AGREEMENT

1. SERVICES

1.1. Software Usage Rights. Subject to Customer's ongoing compliance with this Agreement (including timely payment of all applicable fees and Customer's compliance with the Rhumbix end user license agreement ("**EULA**"), which is herein incorporated by reference), Rhumbix grants Customer a non-exclusive, non-transferable right during the term of the Agreement to access and use its proprietary, commercially available, hosted software products and related documentation ("**Software**") via a web browser for Customer's internal business use. The Software is made available to Customer as a hosted service (the "**Services**"). Rhumbix hosts and retains physical control over the Software and only makes it available for access, and use by Customer over the Internet through a Web-browser (e.g., Chrome, Safari, and Internet Explorer). Nothing in this Agreement obligates Rhumbix to deliver or make available any copies of computer programs or code from the Software to Customer, whether in object code or source code form.

1.2 Service Level Agreement. Rhumbix will use commercially reasonable efforts to make the Rhumbix Service available to Customer and perform in accordance with the following service levels ("**SLA**"): (i) 99.5% uptime, excluding maintenance, measured on a rolling 6-month basis; (ii) email or phone (not onsite) support during normal business hours of 8am-5pm PST, excluding US holidays; (iii) a disaster recovery plan intended to restore service within 24 hours; and (iv) commercially reasonable security measures; provided that Customer is solely responsible for maintaining its equipment, timely transmission of, and the accuracy, quality, integrity, and reliability of, Customer Data.

1.3 Use Restrictions. "**Use**" means that Customer may authorize its personnel ("**Authorized Users**") to access and use the Rhumbix Service solely for Customer's internal business purpose in accordance with this Agreement and the applicable Order. Customer shall not, directly or indirectly, and shall not authorize any person, to the maximum extent permitted by applicable law, to (i) decompile, disassemble, reverse engineer or attempt to reconstruct or discover any elements of; (ii) translate, adapt, or modify; (iii) write or develop any program based upon; (iii) sell, sublicense, transfer any rights in, use for the benefit of, or allow access to, unauthorized persons to; (iv) transmit unlawful, infringing or harmful data or code to or from; (v) replicate significant portions of Rhumbix's data or any analysis provided of Customer Data, or (vi) otherwise use except as expressly permitted hereunder, in each case of (i) – (vi), the Rhumbix Service (including all technology constituting or used to provide such service) or Rhumbix's data, as applicable (collectively, "**Rhumbix Technology**").

1.4 Notice Obligations; Union Requirements. Customer shall comply with all applicable union rules and requirements, including providing any required notice to the applicable unions, in connection with Customer's use of the Rhumbix Services (and related tracking and monitoring, as applicable).

1.5 Professional Services. If so indicated on an Order, subject to Customer's timely payment of all applicable fees, Rhumbix will use commercially reasonable efforts to provide to Customer the professional services ("**Professional Services**"), if any, identified on a Statement of Work ("**SOW**") attached to an Order. Rhumbix will own, and Customer hereby assigns, all right, title and interest, including all intellectual property rights, in and to any work product developed in connection with the Professional Services. Nothing in this Agreement shall be understood to prevent Rhumbix from developing similar work product for other customers.

2. FEES; PAYMENT

2.1 Order Form. The Service(s) that Rhumbix is to provide Customer is as described in one or more duly executed Order Forms (each such document, an "**Order**"), each of which is hereby incorporated into this Agreement by reference. The parties may execute Order Forms (which, unless otherwise stated on the applicable Order Form, shall be deemed incorporated into this Agreement), from time to time during the term of this Agreement.

2.2 Subscriptions. Unless otherwise provided in the applicable Order Form, (a) Services are purchased as subscriptions, (b) additional User subscriptions may be added during a subscription term at the same pricing as the underlying subscription pricing (which may be prorated for the portion of that subscription term remaining at the time the subscriptions are added), and (c) any added subscriptions will terminate on the same date as the underlying subscriptions for the same Service.

2.3 Fees. For the Subscription Term, Customer will pay Rhumbix the non-refundable (except as otherwise set forth in an applicable Order) and non-recoupable fees ("**Fees**") of the type, amount and payment schedule set forth in each Order, as applicable, which may include without limitation set-up fees, subscription fees for the Rhumbix Service ("**Subscription Fee**"), and Professional Services fees. If the number of actual users of the Rhumbix Service exceeds the number of Authorized Users set forth in an applicable Order (an "**Overage**"), then Customer shall pay for such additional use at the rate set forth in the applicable Order. Rhumbix may increase the Subscription Fee on an annual basis by 5% of the total Subscription Fee of the previous year. If fees

for Professional Services are not set forth on an Order, such fees will be paid at Rhumbix's then prevailing time and material rates

2.4 Payment Terms. Unless otherwise set forth on an Order, invoices are due and payable in United States dollars within 30 days after the invoice date, without deduction or setoff.

2.5 Taxes. Customer must pay or reimburse Rhumbix for all federal, state, local, sales, use, value added, excise, or other taxes, fees, or duties arising out of this Agreement (or the transactions contemplated by this Agreement).

3. TERM AND TERMINATION

3.1 Term. This Agreement will start as of Customer's acceptance of the terms or as of the Effective Date set forth in the applicable Order Form(s) and will continue until terminated in accordance with the terms of this Agreement or until all Order Forms referencing this Order Form have expired.

3.2 Renewal. Except as otherwise stated in Customer's Order Form, upon expiration, Customer's Order Form (including Overages, if any), shall automatically renew at Rhumbix's at the then current list price(s) for the products set forth therein, for subsequent one (1) year periods unless either party requests change or termination in writing ninety (90) days prior to the expiration of the then-current term of the applicable Order Form.

3.3. Termination. Either party may terminate this Agreement by written notice if the other party is in material breach of this Agreement, where such material breach is not cured within thirty (30) days after written notice of such breach. For purposes of clarity, if Customer fails to pay within no more than ten (10) days after written notice of nonpayment any amounts owed Rhumbix, such nonpayment shall be deemed a material breach.

3.4 Effect of Termination. Upon the effective date of expiration or termination of this Agreement for any reason: (i) all outstanding Orders, SOWs and access to Service will automatically terminate; (ii) all outstanding payment obligations of Customer become due and payable immediately; and (iii) Customer has ninety (90) days to request return of Customer Data (after which time, Rhumbix has no further obligation to store or permit retrieval of such data).

3.5 Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 1.3 'Use Restrictions', 3.4 'Effect of Termination', 4 'Confidentiality; Ownership; Data', 6 'Third Party Claims', 7 (Disclaimer; Limitation of Liability), and 9 (General Provisions).

4. CONFIDENTIALITY; OWNERSHIP; DATA

4.1. Definition. "**Confidential Information**" means (i) any information disclosed, directly or indirectly, by one party ("**Disclosing Party**") to the other party ("**Receiving Party**") pursuant to this Agreement that is designated as "confidential," or in some other manner to indicate its confidential nature, and (ii) information otherwise reasonably expected to be treated in a confidential nature under the circumstances of disclosure or by the nature of the information itself. Without limiting the foregoing, the Software and its data are the Confidential Information of Rhumbix, and Customer Data is the Confidential Information of Customer. The terms (but not the existence) of this Agreement and each Order is each party's Confidential Information.

4.2 Exclusions. Notwithstanding, Confidential Information does not include any information which (a) is or becomes generally known and available to the public through no act or omission of the Receiving Party; (b) was already in the Receiving Party's possession at the time of disclosure by the Disclosing Party, as shown by the Receiving Party's contemporaneous records; (c) is lawfully obtained by the Receiving Party from a third party who has the express right to make such disclosure; or (d) is independently developed by the Receiving Party without use of, or reference to, the Disclosing Party's Confidential Information.

4.3 Use and Nondisclosure. Neither party shall use the Confidential Information of the other party for any purpose except to exercise its rights and perform its obligations under this Agreement. Neither party shall disclose, or permit to be disclosed, either directly or indirectly, any Confidential Information of the other party, except: (i) to its advisors, or prospective investors or purchasers, each subject to a written obligation of confidentiality, or (ii) where the Receiving Party becomes legally compelled to disclose Confidential Information. Notwithstanding the foregoing, Rhumbix may also disclose Customer's Confidential Information to its contractors, including its hosting service provider(s), for the purpose of performing Rhumbix's obligations under this Agreement, subject to an obligation of confidentiality.

4.4 Ownership; Data. Except for the limited rights granted in this Agreement: (i) Rhumbix hereby retains all rights, title and interest, including all intellectual property rights, in and to the Rhumbix Technology, and (ii) Customer hereby retains all rights, title and interest in Customer Data. Customer hereby grants to Rhumbix and its affiliates a worldwide, irrevocable, perpetual, royalty-free license (i) to exploit without restriction all feedback regarding Rhumbix Technology; (ii) to use information related to Customer's use of the Rhumbix Service ("**Usage Data**") to improve Rhumbix's products and services, and to use any non-personally identifiable Customer Data; and (iii) to use all data made available to Rhumbix by or on behalf of Customer to perform its obligations hereunder. The non-public data related to Customer's personnel, whether transmitted to the Rhumbix Service, or delivered to Rhumbix, by Customer, and identified as such, shall be deemed "**Customer Data**." Customer Data does not include public domain or publicly available data, data independently derived by Rhumbix through analysis of the Customer Data or Usage Data, or except as expressly described above, data obtained by Rhumbix from a third party.

5. THIRD PARTY CLAIMS

5.1 By Rhumbix. Rhumbix shall (i) defend, or at its option settle, any claim brought against Customer by a third party to the extent it alleges that Customer's use of the Rhumbix Service as authorized in this Agreement constitutes a direct infringement of U.S. copyright or trade secret of any third party, and (ii) pay damages awarded in a final judgment (or amounts agreed in a monetary settlement) in any such claim defended by Rhumbix; provided that Customer provides Rhumbix (i) prompt written notice of; (ii) sole control over the defense and settlement of; and (iii) all information and assistance reasonably requested by Rhumbix in connection with the defense or settlement of, any such claim. If any such claim is brought or threatened, Rhumbix may, at its sole option and expense: (a) procure for Customer the right to continue to use the applicable Rhumbix Service; (b) modify the Rhumbix Service to make it non-infringing; (c) replace the Rhumbix Service with non-infringing technology having substantially similar capabilities; or (d) if none of the foregoing is commercially practicable, terminate the applicable Rhumbix Service or this Agreement. Notwithstanding the foregoing, Rhumbix will have no liability to Customer for any claim arising out of or based upon the use of the Rhumbix Service in combination with software, products or services not provided by Rhumbix, or Customer's failure to use the Rhumbix Service in accordance with this Agreement, or Rhumbix's data or Customer Data.

5.2 Disclaimer. SECTION 5.1 STATES THE ENTIRE LIABILITY OF RHUMBIX, AND THE EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY RHUMBIX OR ITS SERVICE OR TECHNOLOGY OR ANY PART THEREOF.

5.3 By Customer. Notwithstanding anything to the contrary in Section 5.1, Customer shall defend or, at its option, settle, any claim brought against Rhumbix: (i) alleging that the use by or on behalf of Rhumbix in accordance with this Agreement of the Customer Data and/or any Rhumbix data obtained pursuant to a request from Customer infringes or misappropriates any third party's rights or violates applicable laws; (ii) by any personnel of Customer regarding Customer's or any Authorized User's use of the Service, including any claims related to labor or employment disputes; (iii) arising from Customer's failure to comply with the terms of this Agreement, and (iv) arising from Customer's violation of any applicable laws, including employment and union laws, rules, and regulations. Customer will pay damages finally awarded against Rhumbix (or the amount

of any settlement Customer enters into) with respect to such claim defended by Customer; provided that Rhumbix provides Customer with (i) prompt written notice of; (ii) sole control over the defense and settlement of; and (iii) all information and assistance reasonably requested by Customer in connection with the defense or settlement of, any such claim. Rhumbix may appear, at its own expense, through counsel reasonably acceptable to Customer.

6. WARRANTY AND DISCLAIMER

6.1 Rhumbix represents and warrants to Customer that the applicable Services, when used in accordance with the instructions in the Documentation and this Agreement, will conform to the specifications in the applicable Documentation. Rhumbix's entire liability and Customer's sole and exclusive remedy for such breach will be, at Rhumbix's election, to either: (a) re-perform, modify, or replace the Service so that it so conforms to such warranty; or (b) provide a refund of the fees paid for the affected Rhumbix Service, and solely as to the refunded Rhumbix Service, this Agreement, and Customer's right to access such Rhumbix Service will immediately terminate. Rhumbix makes no warranty with respect to, errors caused by or relating to: (i) use of the Rhumbix Service in a manner inconsistent with the Documentation or this Agreement; or (ii) third party hardware or software misuse, modification, or malfunction.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, RHUMBIX HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, LOSS OF DATA, ACCURACY OF RESULTS, OR ARISING FROM COURSE OF DEALING OR RELIANCE. RHUMBIX DOES NOT WARRANT ANY THIRD PARTY WEBSITE CONTENT OR FUNCTIONALITY, THAT THE RHUMBIX SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, THAT ANY LOCATION DATA PROVIDED BY OUR THROUGH THE RHUMBIX SERVICE WILL BE ACCURATE, OR THAT ITS SECURITY MEASURES WILL PREVENT THIRD PARTY ACCESS TO CUSTOMER DATA. RHUMBIX IS NOT A PAYROLL SERVICE, AND RHUMBIX HAS NO OBLIGATIONS TO RETAIN CUSTOMER DATA. WHERE AN AUTHORIZED USER PROVIDES INFORMATION TO RHUMBIX, INCLUDING MEDICAL INFORMATION, RHUMBIX DISCLAIMS ALL RESPONSIBILITY FOR THE AVAILABILITY OR CUSTOMER'S USE OF SUCH DATA.

7 LIMITATION OF LIABILITY.

7.1 INDIRECT DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, DATA OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, WHETHER BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF THE OTHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 DIRECT DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS, NEITHER PARTY'S TOTAL LIABILITY (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE GREATER OF THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE, OR $500. EXCEPT FOR ANY ACTION BY RHUMBIX FOR NON-PAYMENT, NEITHER PARTY MAY BRING ANY ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MORE THAN 12 MONTHS AFTER THE DATE THE CLAIM AROSE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY.

8. Export Compliance. Customer acknowledges that the Services may be subject to U.S. and foreign export and import restrictions. Customer will not and will not allow any export or re-export of any part of the Services, or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is

restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations. Customer agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Services are further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government.

9. GENERAL PROVISIONS

9.1 Assignment. Neither party may assign this Agreement nor any of its rights or obligations under this Agreement without the prior written consent of the other party, except that Rhumbix may assign this Agreement without the written consent of Customer as part of a corporate reorganization, upon a change of control, consolidation, merger, reincorporation, sale of all or substantially all of its assets related to this Agreement or a similar transaction or series of transactions. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

9.2 Force Majeure. Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation an act of war, terrorism, act of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet. The delayed party shall give the other party notice of such cause and shall use its reasonable commercial efforts to correct such failure or delay in performance.

9.3 Non-Solicitation. Customer agrees that it will not, during the Subscription Term, and for a period of one (1) year thereafter, solicit for employment any employee of Rhumbix without Rhumbix's prior written consent. For the avoidance of doubt, employment arising out of a response to general public solicitations and advertisements shall not be deemed a violation of this Section 9.3.

9.4 Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without reference to conflict of laws principles. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. If a lawsuit or court proceeding is permitted under this Agreement, the parties will be subject to the exclusive jurisdiction of the state and federal courts located in San Francisco, California, and the parties hereby agree and consent to the exclusive jurisdiction and venue of these courts.

9.5 Arbitration. The parties agree to resolve all disputes arising under or in connection with this Agreement through binding arbitration. A party who intends to seek arbitration must first send a written notice of the dispute to the other party, pursuant to the notice directions in Section 9.6. The parties will use good faith efforts to resolve the dispute directly, but if the parties do not reach an agreement to do so within 30 days after the notice is received, either party may commence an arbitration proceeding. The arbitration will be conducted in accordance with the applicable rules of the American Arbitration Association ("**AAA**"). The arbitration will be held in San Francisco County, California, USA. If the parties do not agree on an arbitrator, the arbitrator will be selected in accordance with the applicable rules of the AAA for the appointment of an arbitrator. The selection of an arbitrator under the rules of the AAA will be final and binding on the parties. The arbitrator must be independent of the parties. The arbitrator will limit discovery as reasonably practicable to complete the arbitration as soon as practicable. The arbitrator's decision will be final and binding on both parties, and the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The costs and expenses of the arbitration will be shared equally by both parties; however, if the arbitrator finds that either the substance of the claim or the relief sought in arbitration is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal

Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. This Section 9.4 will not prohibit either party from: (a) bringing an individual action in small claims court; (b) seeking injunctive relief in a court of competent jurisdiction; (c) pursuing an enforcement action through the applicable federal, state, or local agency if that action is available, or (d) filing suit in a court of law to address an intellectual property infringement claim. If this Section 9.5 is found to be unenforceable, the parties agree that the exclusive jurisdiction and venue described in Section 9.4 will govern any action arising out of or related to this Agreement.

9.6 Notice. Any required notice shall be given in writing by customary means with receipt confirmed at the address of each party set forth on the Order, or to such other address as either party may substitute by written notice to the other. Notices will be deemed to have been given at the time of actual delivery in person or upon sending of email (provided that receipt has been confirmed by telephone or email reply). Rhumbix may use subcontractors.

9.7 Purchase Orders. No terms of any purchase order, acknowledgment or other form provided by Customer will modify this Agreement, regardless of any failure of Rhumbix to object to such terms.

9.8 Order of Precedence. The following order of precedence shall apply: Any Order form, applicable Statement of Work, other exhibit or document referencing this Agreement and executed by the Parties, and then Agreement.

9.9 Publicity. During any applicable Service Term, Customer grants Rhumbix the right to identify Customer as a customer of the applicable Rhumbix services, including using the Customer's logo, solely in marketing materials and on the Rhumbix website. Neither party shall issue any press release regarding this Agreement without the prior written consent of the other party.

9.10 Entirety. This Agreement (together with any Exhibits, Orders, Order Forms, and SOWs hereto) is the sole agreement of the parties concerning the subject matter hereof, and it supersedes all prior agreements and understandings with respect to said subject matter.

9.11 Amendments and Waivers. Except as set forth in this Agreement, this Agreement may only be amended by a writing signed by both parties. Waiver of any term of this Agreement or forbearance to enforce any term by either party shall not constitute a waiver as to any subsequent breach or failure of the same term or a waiver of any other term of this Agreement. Any provision found to be unlawful, unenforceable or void shall be severed from the remainder of this Agreement, and the Agreement will continue in full force and effect without said provision.