BLACKBIRD.AI RAV3N ADDENDUM

Background: Pursuant to the order form, statement of work, or agreement (an "**Order Form**") to which this Blackbird.AI RAV3N Addendum (this "**Addendum**") is attached, the reseller identified in the Order Form (the "**Reseller**") will make available to the customer identified in the Order Form (the "**End Customer**") certain consulting services provided by SocialTrendly, Inc. DBA Blackbird.AI ("**Blackbird**", and such services, collectively, the "**Blackbird Services**"). Notwithstanding anything to the contrary in the Order Form or any other agreement between Reseller and End Customer, (i) as between End Customer and Blackbird, this Addendum is the complete, entire and exclusive statement of the terms applicable to the Blackbird Services; and (ii) End Customer will look solely to Blackbird in accordance with this Addendum for resolution of any issues concerning the Blackbird Services.

1. **Scope of Services**. The Blackbird Services provided under the Order Form consist of advisory and consulting services, and may include the delivery of briefs or reports to End Customer ("**Reports**"). No license or use rights to Blackbird's proprietary software-as-a-service platform ("**Blackbird Platform**") are granted under the Order Form or this Addendum. If End Customer desires to access or use the Blackbird Platform, End Customer and Blackbird must enter into a separate agreement for the same. However, Blackbird personnel may internally use the Blackbird Platform to perform the Blackbird Services and/or create Reports.
2. **Ownership and Use of Reports**. End Customer will own all Reports upon Blackbird's receipt of all fees due for the Blackbird Services; provided, however, that Blackbird retains all right, title, and interest in any template or model for the graphical or numerical display of data in a Report, including Blackbird's proprietary design, look, and feel, as well as in all methodologies, processes, know-how and other intellectual property underlying the generation of the Report. End Customer acknowledges that the Blackbird Services and Reports are intended solely for the purposes of monitoring misinformation, disinformation, and other narratives relevant to End Customer. End Customer shall not (i) use the Blackbird Services or Reports in providing or making decisions relating to health care, credit, insurance, employment, criminal justice, or governmental assistance; (ii) redistribute or otherwise make the Blackbird Services or Reports available to third parties; or (iii) use the Blackbird Services or Reports for the benefit of any third party. End Customer warrants to Blackbird that End Customer's use of the Reports will not infringe or violate the rights of any third party, including, without limitation, any intellectual property or other proprietary rights, or any applicable law or regulation. All feedback, suggestions, improvements, and similar information relating to the Blackbird Services or Blackbird Platform and provided by End Customer to Blackbird shall be the sole property of Blackbird, which may freely use them without any obligation to obtain consent or pay compensation.
3. **Confidentiality**. The non-public aspects of the Blackbird Platform and technology used in connection with the Blackbird Services are Blackbird's confidential and proprietary information, and may only be used by End Customer for the sole purpose of receiving the Services in accordance with this Addendum and the Order Form, and may not be disclosed to any third party or copied unless authorized by Blackbird in advance in writing. Additionally, End Customer shall not identify Blackbird as the source of any Reports or any information contained in the Reports. However, End Customer may disclose such information to the extent required by law or a judicial or regulatory order; provided that End Customer furnishes Blackbird with as much advance written notice as possible under the circumstances and cooperates with Blackbird's efforts to obtain a suitable protective order. Upon Blackbird's request, and upon termination of the Blackbird Services, End Customer shall promptly destroy all such information (other than Reports, which may be retained by End Customer and will remain subject to the terms of this Addendum). Blackbird shall be entitled to seek injunctive relief (in addition to other remedies available to it) in any court of competent jurisdiction for any actual or threatened violation of this Section 3 without the necessity of posting bond.
4. **Warranties; Disclaimers**. Blackbird and End Customer each represent and warrant to the other that: (i) it has the authority to enter into and perform the obligations in this Addendum; and (ii) it shall perform its obligations under this Addendum in accordance with laws and regulations applicable to the warranting party's business and its activities under this Addendum. Notwithstanding the foregoing, Blackbird shall have no liability or obligation to End Customer with respect to any violation of laws or regulations that arises from any third-party data sources or feeds that are ingested and used by Blackbird to generate analytics, reporting, or the content in the Reports (collectively, "**Data Sources**"). EXCEPT FOR THE EXPRESS WARRANTIES MADE IN THIS ADDENDUM, BLACKBIRD MAKES AND END CUSTOMER RECEIVES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, AND BLACKBIRD SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE.
5. **Indemnification**.
    a. **By Blackbird**. Blackbird shall indemnify, defend, and hold harmless End Customer from any damages awarded by a court of competent jurisdiction in a final, non-appealable ruling or from any amounts agreed upon by Blackbird in a settlement, where such damages or settlement amounts arise from a third-party claim or cause of action (each, a "**Claim**") alleging that the Blackbird Services or Reports infringe any United States patent, trademark or copyright. Should the Blackbird Services or a Report become, or in Blackbird's opinion be likely to become, the subject of a claim of infringement, Blackbird shall, at its option and expense either: (x) procure for End Customer the right to

continue to receive the Blackbird Services or use the infringing Report, (y) replace or modify the infringing Blackbird Services or Report to make their provision or its use non-infringing, or (z) terminate the Blackbird Services or End Customer's use of the infringing Report and refund End Customer any unused fees for the Blackbird Services, or the fees for the infringing Report, as applicable, that are paid to Blackbird for such Blackbird Services or Report. Notwithstanding the foregoing, Blackbird shall have no liability or obligation to End Customer with respect to any infringement claim based on (i) use of the Blackbird Services or Reports in combination with other business processes, products, devices, software, services or components which were not furnished to End Customer by Blackbird or included with the Report, if the infringement would not have occurred but for the combination; (ii) modification or alteration of the Report by End Customer or its agents, if the infringement would not have occurred but for the modification or alteration; (iii) any Data Source; (iv) any content, information, instructions or specifications for the Blackbird Services or Reports provided by or on behalf of End Customer; or (v) use of the Reports in violation of the Order Form or this Addendum.

b. **By End Customer**. End Customer shall defend, indemnify, and hold harmless Blackbird from all out-of-pocket liabilities, damages, costs, and expenses (including reasonable attorneys' fees) incurred in connection with third-party claims or demands resulting from any actions or decisions undertaken by End Customer based on the Reports or its use of the Blackbird Services.

c. **Process**. The indemnification obligations of each indemnifying party under this Section 5 will be dependent on the indemnified party: (i) providing the indemnifying party with prompt written notice of a claim; (ii) permitting the indemnifying party to exclusively control the defense and settlement of the claim (provided, however, that the indemnified party may, at its sole expense, participate in such defense using counsel of its choice); and (iii) providing the indemnifying party with reasonable information and assistance for the defense or settlement of the claim, at the indemnifying party's expense. An indemnifying party may not enter into a settlement or compromise of any claim that would impose an obligation upon an indemnified party, without the indemnified party's prior written approval, which shall not be unreasonably withheld. THIS SECTION 5 STATES THE ENTIRE LIABILITY OF BLACKBIRD, AND THE SOLE AND EXCLUSIVE REMEDY OF END CUSTOMER, WITH RESPECT TO THE INFRINGEMENT OF ANY COPYRIGHTS, PATENTS, OR OTHER INTELLECTUAL PROPERTY RIGHTS RELATED TO THE REPORTS, BLACKBIRD SERVICES, OR THEIR USE.

6. **Limitations on Liability**. EXCEPT FOR WILLFUL MISCONDUCT, GROSS NEGLIGENCE, A PARTY'S INDEMNIFICATION OBLIGATIONS, END CUSTOMER'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, OR A PARTY'S VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL BLACKBIRD OR END CUSTOMER BE LIABLE FOR (I) ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE ORDER FORM, THIS ADDENDUM, OR THE BLACKBIRD SERVICES OR REPORTS; OR (II) ANY OTHER DAMAGES THAT EXCEED, IN THE AGGREGATE FOR ANY AND ALL CLAIMS, THE TOTAL FEES PAID TO BLACKBIRD FOR THE BLACKBIRD SERVICES AND REPORTS PROVIDED UNDER THE ORDER FORM.
7. **Termination**. End Customer or Blackbird may terminate the Blackbird Services and this Addendum by providing thirty (30) days' prior written notice if the other party has materially breached its obligations under this Addendum and has not cured such breach within such notice period. Sections 2-8 of this Addendum will survive the termination or expiration of the Order Form or this Addendum.
8. **Miscellaneous**. This Addendum shall be governed by the laws of the State of New York, without regard to its conflicts of laws principles, and End Customer and Blackbird each irrevocably consent to the exclusive personal jurisdiction and venue of the federal and state courts located in New York County, New York. If a court of law holds any provision of this Addendum to be illegal, invalid, or unenforceable, that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision, and the legality, validity, and enforceability of the remaining provisions of this Addendum shall not be affected thereby. No waiver of any term or breach of this Addendum by Blackbird or End Customer shall be effective unless it is in writing and signed by both parties. No waiver by Blackbird or End Customer of a breach of this Addendum shall constitute a waiver of any other or subsequent breach by the other party. This Addendum may be modified only by mutual written agreement of authorized representatives of End Customer and Blackbird. Neither End Customer nor Blackbird shall be liable to the other for any failure or delay in the performance of its obligations (except for obligations pursuant to Sections 2 and 3 above) due to any cause that is beyond the reasonable control of the impacted party. As between Blackbird and End Customer, in the event of any conflict or inconsistency between the Order Form and this Addendum, this Addendum will control with respect to the Blackbird Services and Reports. As between Blackbird and End Customer, neither party may assign this Addendum or its rights hereunder without the prior written consent of the other party; provided, however, that each party may assign this Addendum without consent to (i) an affiliate, or (ii) a successor (by merger, consolidation, purchase of assets or otherwise) to substantially all of the assigning party's assets or business to which the this Addendum relates. Blackbird may also, without notice, utilize subcontractors and agents to perform aspects of the Blackbird Services, provided, however, that Blackbird shall remain primarily responsible for compliance with its obligations under this Addendum.