

ENTERPRISE VALUE CREATION ROADMAP™

SUBSCRIPTION TERMS AND CONDITIONS

Please Review

Effective date: September 18, 2026

These EVCR Subscription Terms and Conditions (these “Terms”) are effective September 18, 2026 (the “Effective Date”) and govern each business subscription to the Enterprise Value Creation Roadmap™ (“EVCR”) provided by Redtail Capital, Inc., a California corporation (“Redtail”). These Terms are between Redtail and the business or other legal entity identified through the checkout, account, or payment process (“Customer”). Redtail and Customer may each be a “Party” and together the “Parties.”

Business-use representation. Customer represents that it acquires the EVCR Offering solely for commercial or organizational purposes and not for personal, family, or household purposes. The individual electronically accepting these Terms on Customer’s behalf represents and warrants that the individual has authority to bind Customer.

Customer’s selected edition, Covered Company, Authorized User allowance, Initial Term, price, total Committed Fees, billing schedule, Subscription Start Date, included Services, and other subscription-specific terms displayed during checkout and recorded in Redtail’s checkout record and subscription confirmation are the “Subscription Details.” The Subscription Details are incorporated into these Terms automatically and do not require a separate form, initials, or signature. Any applicable statement of work and mutually executed data processing addendum are also incorporated. If any Subscription Details, statement of work, purchase order, checkout record, invoice, subscription confirmation, or other ordering document conflicts with these Terms, these Terms control. No such document modifies or overrides these Terms, and any purported modification or override is void, unless made through an amendment executed by authorized representatives of both Parties. A data processing addendum controls solely with respect to processing personal data to the extent necessary to comply with applicable data-protection law.

1. DEFINITIONS

“Affiliate” means, with respect to a Party, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with that Party.

“Authorized User” means an employee, officer, director, or individual contractor of Customer whom Customer authorizes to use the EVCR Offering for Customer’s internal business purposes and for whom Customer has purchased or received access under the Subscription Details. Customer’s outside attorneys, accountants, board members, and professional advisors may review Customer Outputs without becoming Authorized Users if they are bound by confidentiality duties at least as protective as these Terms.

“Committed Fees” means all subscription, license, platform, support, facilitation, and other recurring fees payable for the full Initial Term stated in the Subscription Details, whether billed in advance, in monthly installments, or on another schedule. Usage-based fees and separately approved out-of-scope charges are additional to Committed Fees.

“Control” means the direct or indirect ownership of more than fifty percent (50%) of the voting interests of an entity or the power to direct or cause the direction of the management and policies of an entity, whether through ownership, contract, or otherwise.

“Customer Background IP” means Customer Data and Customer-authored original materials that do not incorporate EVCR Materials.

“Covered Company” means Customer or the single company or business unit identified in Customer’s account or Subscription Details. No Affiliate, parent, subsidiary, portfolio company, advisory client, or other person or entity is a Covered Company unless the Subscription Details expressly include it or Redtail later agrees in writing.

“Customer Data” means information, documents, diagnostic responses, comments, financial or operating information, personal information, and other materials submitted to or collected through the EVCR Offering by or for Customer. Customer Data does not include Usage Data or De-Identified Data.

“Customer Output” means a company-specific report, map, profile, action plan, scorecard, roadmap, narrative, or other deliverable generated for Customer through the EVCR Offering, including a Value Creation Profile, Priority Action Plan, or Progress Scorecard. Customer Output excludes the EVCR Materials and all generalized, reusable, or underlying methodologies, prompts, taxonomies, structures, scoring logic, benchmarks, templates, and know-how.

“De-Identified Data” means data derived from Customer Data or use of the EVCR Offering that has been aggregated or de-identified so that it does not reasonably identify Customer, an Authorized User, a participant, or a Covered Company. Redtail will not attempt to reidentify De-Identified Data except to test the effectiveness of its de-identification controls.

“Documentation” means Redtail’s then-current user documentation, policies, instructions, and technical or operating materials made available for the EVCR Offering.

“EVCR Materials” means the Enterprise Value Creation Roadmap™ framework and all related or underlying software, interfaces, question banks, diagnostic modules, content, explanatory insights, business-system maps, scoring and prioritization methods, workflows, AI prompts and orchestration, algorithms, benchmarks, report designs, templates, training materials, documentation, research, processes, improvements, and know-how, whether existing on the Effective Date or developed later.

“EVCR Offering” means the edition of Redtail’s Enterprise Value Creation Roadmap platform, content, support, and any related services expressly identified in the Subscription Details.

“Initial Term” means the noncancelable initial subscription term displayed in the Subscription Details. The Initial Term will be no shorter than six (6) months unless Redtail expressly agrees otherwise in a writing signed by an authorized Redtail officer. If the Subscription Details fail to state the Initial Term because of a technical error, the Initial Term is six (6) months.

“Subscription Details” means the subscription-specific terms displayed to Customer during checkout and recorded by Redtail, including the selected EVCR edition, Covered Company, Authorized User allowance, Initial Term, fees, billing schedule, Subscription Start Date, and included Services. Subscription Details are accepted together with these Terms and do not require a separate form, initials, or signature.

“Redtail Background IP” means the EVCR Offering, EVCR Materials, Usage Data, De-Identified Data, platform-generated structure and formatting, all improvements and derivative works, and all related intellectual-property and proprietary rights.

“Services” means onboarding, support, facilitation, coaching, implementation, customization, or other human-delivered services expressly included in the Subscription Details or statement of work. Access to EVCR Materials and automated Customer Outputs does not, by itself, constitute consulting or professional advisory services.

“Subscription Start Date” means the date displayed in the Subscription Details on which Customer’s subscription access and Initial Term begin. If no date is displayed, the Subscription Start Date is the date Redtail confirms the subscription after successful authorization or receipt of the initial payment.

“Usage Data” means technical, operational, security, and usage information concerning access to and operation of the EVCR Offering, such as log data, device and browser information, feature use, response times, diagnostic completion status, and support interactions.

2. SUBSCRIPTION AND ACCESS RIGHTS

2.1 Subscription Grant

Subject to Customer’s timely payment and compliance with these Terms, Redtail grants Customer, during the applicable subscription term, a limited, non-exclusive, non-transferable, non-sublicensable, and revocable right for its Authorized Users to access and use the EVCR Offering solely for Customer’s internal business management, planning, operating-improvement, and enterprise-value-creation purposes for the Covered Companies identified in the Subscription Details.

The EVCR Offering and EVCR Materials are licensed, not sold. No rights arise by implication, estoppel, exhaustion, or otherwise. Redtail reserves all rights not expressly granted.

2.2 Editions, Scope, and Evolution

The applicable EVCR edition, Covered Company, Authorized User allowance, modules, access level, Services, and support level are stated in the Subscription Details. Descriptions in proposals, websites, demonstrations, brochures, whitepapers, or marketing materials are informational and do not expand the contracted scope unless incorporated into the Subscription Details.

EVCR is an evolving management framework. Redtail may add, remove, revise, reorder, or update questions, modules, scoring approaches, AI-assisted workflows, benchmarks, interfaces, and Customer Output formats. Redtail will not materially reduce the EVCR Offering's core contracted functionality during an Initial Term without providing a substantially comparable alternative or, if none is commercially reasonable, allowing Customer to terminate the affected subscription and receive a prorated refund of prepaid fees for the terminated remainder.

2.3 Authorized Users and Credentials

Customer will identify and manage its Authorized Users, keep credentials confidential, and promptly disable access for individuals who no longer require it. Credentials may not be shared. Customer is responsible for all activity occurring through its accounts except to the extent caused by Redtail's breach of these Terms. Customer will notify Redtail promptly of suspected unauthorized access or credential compromise.

2.4 Affiliates, Portfolios, and Advisors

The Subscription Details cover only Customer and the Covered Company expressly identified through Customer's account or checkout. No parent, subsidiary, Affiliate, portfolio company, advisory client, or other third party receives access or use rights unless included in the Subscription Details or covered by a portfolio or advisor addendum. Customer may not use a single-company subscription to provide EVCR as a service to others.

3. CUSTOMER RESPONSIBILITIES

3.1 Cooperation and Participation

Customer will provide reasonable cooperation, timely participation, appropriate executive sponsorship, accurate and complete information, and access to personnel reasonably needed for the contracted EVCR cycle. Redtail is not responsible for delays, incomplete Customer Outputs, reduced usefulness, or missed milestones caused by Customer's lack of participation, delayed decisions, inaccurate information, personnel changes, or failure to perform assigned actions.

3.2 Rights and Consents

Customer represents and warrants that it has all rights, permissions, notices, and consents necessary for Redtail and its subprocessors to receive, host, analyze, use, and otherwise process Customer Data as contemplated by these Terms. If Customer submits information about employees, applicants, customers, Covered Companies, clients, vendors, or other persons, Customer is responsible for providing required notices and obtaining required authorizations.

3.3 Accuracy and Validation

Customer is responsible for the quality, completeness, and accuracy of Customer Data and for independently reviewing and validating Customer Outputs before relying on or distributing them. Customer will use qualified legal, tax, accounting, investment, human-resources, cybersecurity, valuation, or other advisors when a decision requires professional expertise.

3.4 Decisions and Implementation

Customer retains sole authority and responsibility for all management, strategic, operational, financial, employment, investment, financing, governance, and other decisions; for selecting priorities; and for implementing or declining any action. Redtail does not control Customer's business or guarantee that Customer will complete any diagnostic cycle or achieve any result.

4. USE RESTRICTIONS

Customer will not, and will not permit any person to, directly or indirectly:

- (a) copy, reproduce, publish, distribute, sell, resell, sublicense, rent, lease, time-share, white-label, or commercially exploit the EVCR Offering, EVCR Materials, or Customer Outputs except as expressly permitted in writing;
- (b) provide access to anyone other than Authorized Users, use the EVCR Offering for an entity not covered by the Subscription Details, or operate it as a service bureau, managed service, or commercial advisory product;
- (c) reverse engineer, decompile, disassemble, translate, crawl, scrape, probe, test, or attempt to discover source code, prompts, scoring logic, model weights, algorithms, trade secrets, or nonpublic design elements, except solely to the extent a restriction is prohibited by applicable law;
- (d) modify, adapt, create derivative works from, or remove, obscure, or alter proprietary notices, attribution, watermarks, branding, or disclaimers in the EVCR Offering or any Customer Output;
- (e) use the EVCR Offering, EVCR Materials, Customer Outputs, or access gained through them to build, train, evaluate, validate, benchmark, market, or improve a competing product, dataset, diagnostic system, consulting methodology, AI or machine-learning model, or other commercial offering;
- (f) use automated means to access the EVCR Offering, extract content, generate excessive requests, defeat rate limits, or interfere with security or operation, except through an authorized API under written terms;
- (g) upload malicious code; attempt unauthorized access; disrupt the EVCR Offering; or bypass usage, security, or access controls;
- (h) submit information that Customer lacks the right to provide, that violates privacy or intellectual-property rights, or that is unlawful, fraudulent, defamatory, or materially deceptive;
- (i) use the EVCR Offering to make unlawful discriminatory decisions or as the sole basis for an employment, credit, insurance, housing, investment, lending, or similarly consequential decision;
- (j) misrepresent a Customer Output as a certification, valuation, fairness opinion, audit, guarantee, professional opinion, or endorsement by Redtail, Jim Oliver, or any contributor; or
- (k) use the EVCR Offering in violation of law, sanctions, export controls, or the Documentation.

A breach of Sections 4(c), 4(d), 4(e), or 4(g) is a material breach that may cause irreparable harm and is not required to receive a cure period before suspension or termination.

5. SERVICES AND SUPPORT

5.1 Included Services

Redtail will provide only the Services and support expressly stated in the Subscription Details. Unless the Subscription Details say otherwise, Customer's subscription includes standard onboarding resources and ordinary platform support but does not include custom consulting, facilitated executive sessions, bespoke research, implementation work, data cleansing, system integration, legal or compliance review, or preparation of board or investor materials.

5.2 Statements of Work and Change Control

Additional Services may be described in a statement of work. A change to scope, assumptions, timing, personnel, dependencies, or deliverables must be documented in a written change order. Redtail is not required to perform out-of-scope work without an agreed change order.

5.3 Scheduling and Customer Delays

Scheduled Services may be rescheduled subject to Redtail's then-current scheduling policy. Customer delays do not extend the Initial Term, alter payment obligations, or require Redtail to reserve personnel beyond the contracted period unless the Parties sign a change order.

5.4 Third-Party Services

The EVCR Offering may interoperate with third-party services or use third-party infrastructure or AI providers. Redtail may replace such providers in its discretion. Customer's independent use of a third-party service is governed by that provider's terms, and Redtail is not responsible for a third-party service outside Redtail's control. Redtail remains responsible for its contractual obligations concerning subprocessors used to provide the EVCR Offering.

6. FEES, BILLING, AND TAXES

6.1 Fees and Payment Schedule

Customer will pay the fees displayed in the Subscription Details in U.S. dollars and without setoff or deduction. Unless the Subscription Details state otherwise, subscription fees are billed in advance, the first payment is due when Customer continues from the acceptance screen to payment, and later monthly installments are due on the same numerical day of each successive month or, if none, on the last day of that month. The Initial Term begins on the Subscription Start Date.

An invoice is not a condition to payment when the amount and due date are displayed in the Subscription Details or subscription confirmation. Customer authorizes Redtail and its payment processor to charge the approved payment method for recurring amounts when due.

6.2 Six-Month Minimum; Noncancelable Commitment

CUSTOMER IS PURCHASING THE ENTIRE INITIAL TERM, WHICH IS AT LEAST SIX (6) MONTHS. MONTHLY BILLING IS AN INSTALLMENT PAYMENT ARRANGEMENT ONLY AND DOES NOT CREATE A MONTH-TO-MONTH RIGHT TO CANCEL DURING THE INITIAL TERM.

Committed Fees are consideration for Redtail's reservation and provision of onboarding capacity, subscription access, EVCR Materials, selected support resources, and the recurring EVCR cycle throughout the Initial Term. Except as expressly provided in Sections 2.2, 10.3, and 10.4, Customer's obligation to pay Committed Fees is noncancelable and fees paid are nonrefundable.

Customer remains responsible for all Committed Fees even if Customer stops or reduces use, delays participation, fails to complete an assessment, changes personnel or strategy, experiences financial hardship or a change of control, becomes dissatisfied with a score or Customer Output, or gives notice before the Initial Term ends. Customer acknowledges that these events do not constitute a failure by Redtail to provide the contracted access and resources.

6.3 Prepaid Fees and Discounts

Any discount for a six-month or annual prepayment is conditioned on Redtail's receipt of the full discounted amount when due. Prepaid fees are nonrefundable except as expressly stated in Sections 2.2, 10.3, or 10.4. Discounts may not be combined unless the Subscription Details expressly permit it.

6.4 Late Amounts; Collection

Amounts not paid when due accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum lawful rate, beginning on the due date. Customer will reimburse Redtail for reasonable collection costs, including reasonable attorneys' fees and court or arbitration costs, incurred to collect overdue undisputed amounts. Redtail's acceptance of a late or partial payment does not waive any right.

6.5 Billing Disputes

Customer must notify Redtail in writing of a good-faith invoice dispute within ten (10) days after the invoice date, describe the disputed amount and basis in reasonable detail, and timely pay all undisputed amounts. A billing dispute does not relieve Customer of its obligation to pay any amount not specifically disputed in accordance with this Section. The Parties will work in good faith to resolve any timely submitted dispute. Unless prohibited by applicable law, Customer waives any billing objection not submitted in accordance with this Section within the ten (10)-day period. An amount will not be considered disputed for purposes of these Terms unless Customer timely submits the notice and supporting detail required by this Section.

6.6 Taxes

Fees exclude sales, use, excise, value-added, withholding, and similar taxes and governmental charges. Customer is responsible for those amounts except taxes based on Redtail's net income, property, or employees. If Customer must withhold tax, Customer will gross up the payment so Redtail receives the amount it would have received absent withholding, unless prohibited by law.

6.7 No Contingent Fees

Fees are not contingent on completion of an EVCR cycle, satisfaction with Customer Outputs, implementation of an action, financing, profitability, valuation, enterprise-value increase, or any other result.

7. SUSPENSION

Redtail may suspend access, in whole or in part, if: (a) an undisputed amount remains unpaid ten (10) days after written notice of delinquency; (b) Customer's use poses a security, legal, privacy, or operational risk; (c) Customer violates Section 4; (d) suspension is required by law or a provider whose infrastructure is necessary to the EVCR Offering; or (e) Redtail reasonably believes immediate suspension is necessary to prevent material harm.

When practicable, Redtail will limit suspension to the affected user, function, or data and will restore access after the basis is cured. Suspension does not extend the Initial Term, waive payment obligations, or entitle Customer to a refund or credit when suspension results from Customer's act or omission.

8. INTELLECTUAL PROPERTY AND OUTPUT RIGHTS

8.1 Redtail Ownership

As between the Parties, Redtail and its licensors own all right, title, and interest in and to the Redtail Background IP. Customer receives only the express rights in these Terms.

8.2 Customer Ownership

As between the Parties, Customer retains its rights in Customer Background IP. Customer does not acquire ownership of Redtail Background IP by completing assessments, providing feedback, or receiving Customer Outputs.

8.3 Background IP Licenses; Customer Outputs

Customer grants Redtail and its contractors and subprocessors a non-exclusive, worldwide, royalty-free license during the term of the applicable subscription and any reasonable post-termination retention period to use, reproduce, host, copy, transmit, display, modify, analyze, and otherwise process Customer Background IP solely as necessary to provide, secure, support, and administer the EVCR Offering, perform the Services, create Customer Outputs, comply with applicable law, and exercise Redtail's other express rights under these Terms.

After Customer pays all amounts due for the applicable subscription, Redtail grants Customer a perpetual, non-exclusive, worldwide, royalty-free, non-transferable license to use, reproduce, and adapt its Customer Outputs for Customer's own internal business operations, governance, financing preparation, and professional-advisor discussions. To the extent a Customer Output incorporates Redtail Background IP, the foregoing license includes a limited license to use and reproduce that Redtail Background IP solely as incorporated into, and as necessary to use, the applicable Customer Output for the purposes permitted by this Section. Customer may not extract, separate, commercialize, distribute, or otherwise use any Redtail Background IP independently of the applicable Customer Output.

Customer may share Customer Outputs solely on a confidential, informational, and non-reliance basis with the following persons having a bona fide need to know: (a) Customer's directors, officers, and employees, solely in their capacities as representatives of Customer and not for any personal financial purpose; (b) Customer's auditors and legal counsel; (c) Customer's Affiliates, provided that such Affiliates are subject to the confidentiality, use, and non-reliance restrictions applicable to Customer under these Terms, and Customer remains responsible for any breach of those restrictions by its Affiliates; (d) regulatory bodies or governmental authorities having jurisdiction over Customer in connection with a routine audit or regulatory examination; and (e) Customer's tax advisors. Customer may also disclose Customer Outputs to the extent required by applicable law, legal process, or regulation, provided that, to the extent legally permissible and

practicable under the circumstances, Customer gives Redtail prompt prior written notice of the required disclosure and reasonably cooperates, at Redtail's expense, with any effort by Redtail to seek confidential treatment or a protective order.

Customer may not disclose any Customer Output to any third party not expressly identified above, including but not limited to any private-equity sponsor, portfolio company, shareholder, joint-venture partner, investor, lender, prospective purchaser, financing source, or other person having an independent financial or commercial interest, unless Redtail and that third party have first executed Redtail's then-current release letter. A release letter may be executed electronically and must be fully executed before the third party receives or accesses any Customer Output. No disclosure under this Section grants any recipient a right to rely on a Customer Output except to the extent expressly authorized in a separate written agreement executed by Redtail.

Customer may not sell, sublicense, publicly publish, use in advertising, provide as a commercial service, or distribute Customer Outputs outside the permitted audience without Redtail's prior written consent. Any permitted copy or excerpt must preserve applicable proprietary notices and disclaimers. The output license does not permit extraction or reuse of EVCR Materials separate from Customer-specific content.

8.4 License to Customer Data

Customer grants Redtail and its subprocessors a worldwide, non-exclusive, royalty-free license during the term and any reasonable post-termination retention period to host, copy, transmit, analyze, display, and otherwise process Customer Data solely to provide, secure, support, administer, and improve the EVCR Offering; create Customer Outputs; comply with law; and exercise Redtail's other express rights under these Terms.

8.5 Feedback

If Customer or an Authorized User provides ideas, suggestions, corrections, or other feedback concerning the EVCR Offering, Customer grants Redtail a perpetual, irrevocable, worldwide, royalty-free right to use and incorporate the feedback without restriction or compensation, provided Redtail does not identify Customer as its source without permission.

8.6 Attribution and Proprietary Notices

Customer will not remove or alter any "Enterprise Value Creation Roadmap™," "EVCR™," "Redtail Capital," "Powered by Redtail Capital," copyright, methodology, or other proprietary notice or disclaimer included in the EVCR Offering or Customer Outputs. No trademark license is granted except the limited right to reproduce such notices within an authorized copy of a Customer Output. Every Customer Output that Customer distributes, shares, or discloses to any person, including any permitted disclosure under Section 8.3, must retain in full the required notice and attribution set forth in Exhibit A (Required EVCR Output Notice), unless Redtail approves alternative language in writing.

9. DATA, PRIVACY, AND SECURITY

9.1 Processing Purposes

Redtail may process Customer Data to authenticate users; provide and administer the EVCR Offering; generate Customer Outputs; facilitate the contracted diagnostic, planning, execution-support, and reassessment cycle; communicate with Customer; provide support; maintain security, integrity, and availability; prevent fraud and misuse; comply with law; and process Customer Data for other purposes expressly permitted under these Terms or an applicable data processing addendum.

9.2 De-Identified and Usage Data

Redtail may create, use, disclose, license, and retain Usage Data and De-Identified Data for analytics, research, security, benchmarking, development, model evaluation, methodology improvement, industry insights, and other lawful business purposes. Redtail will not publicly disclose a benchmark or publication in a manner that reasonably identifies Customer or a Covered Company without written permission.

9.3 AI Use and Model Improvement

The EVCR Offering may use artificial intelligence to guide intake, check data quality, summarize information, support analysis, explain diagnostic results, and generate draft Customer Outputs. Redtail will not intentionally use identifiable Customer Confidential Information to train a generalized AI model made available to unaffiliated third parties or other customers unless Customer gives prior written consent. Redtail may use De-Identified Data, Usage Data, human review, synthetic data, and Customer-authorized examples to evaluate and improve the EVCR Offering and its models.

AI-assisted content may contain errors, omissions, or unexpected results. Customer must apply human judgment and independently verify material information before acting.

9.4 No Sale or Behavioral Advertising

Redtail will not sell Customer Data or share Customer personal information for cross-context behavioral advertising. Redtail may disclose Customer Data to subprocessors, professional advisors, transaction participants, and governmental authorities as permitted by these Terms or required by law.

9.5 Security Measures and Incidents

Redtail will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Customer Data against unauthorized access, use, alteration, or disclosure. No system is completely secure, and Redtail does not warrant that a security incident will never occur.

For purposes of this Section, a “Security Incident” means confirmed unauthorized access to, acquisition of, or material alteration, loss, or disclosure of Customer Data in Redtail’s possession or control. Security Incidents do not include unsuccessful attempts or activities that do not compromise the security of Customer Data, including pings, scans, denial-of-service attempts, blocked attacks, and unsuccessful login attempts.

Redtail will notify Customer without undue delay after confirming a Security Incident that materially compromises the confidentiality, integrity, or availability of Customer Data and will provide information reasonably available to assist Customer’s response, subject to law-enforcement restrictions and preservation of security and privilege.

9.6 Subprocessors

Customer authorizes Redtail to use subprocessors, including hosting, communications, analytics, support, payment, and AI providers, to perform these Terms. Redtail will contractually require subprocessors that process Customer Data to maintain protections appropriate to their role. Redtail remains responsible for its obligations under these Terms notwithstanding its use of subprocessors.

9.7 Regulated Data and Data Processing Addendum

Unless expressly approved in the Subscription Details, Customer will not submit Social Security numbers, full payment-card data, protected health information regulated by HIPAA, biometric identifiers, government-issued identification numbers, export-controlled technical data, or information subject to special security or localization requirements.

If applicable law requires a data processing addendum, the Parties will execute Redtail’s then-current addendum. Customer will reasonably cooperate in identifying regulated processing and remains responsible for determining whether its use of the EVCR Offering is lawful.

9.8 Retrieval and Deletion

During the term, Customer may export available Customer Outputs using provided functionality. For thirty (30) days after termination, Redtail will make then-existing Customer Outputs reasonably available for export if Customer has paid all amounts due and the account was not terminated for unlawful conduct or material security abuse. Thereafter Redtail may delete Customer Data in accordance with its retention practices, except for archival backups, legal holds, security records, and information Redtail is legally entitled or required to retain. Backup copies may remain until overwritten in the ordinary course and will remain protected under these Terms.

10. TERM AND TERMINATION

10.1 Term of These Terms

These Terms bind Customer when Customer accepts them and continue while any subscription remains in effect, unless terminated under this Section. No subscription is activated unless Redtail accepts it as described in Section 19.11. Termination of one subscription does not terminate another unless the termination notice expressly states otherwise and a termination right applies.

10.2 Initial Term; Renewal; Non-Renewal

The Initial Term begins on the Subscription Start Date and continues for the period stated in the Subscription Details. Unless the Subscription Details state a different renewal structure, the subscription then renews automatically for successive one-month renewal periods. Either Party may prevent the first renewal by giving at least thirty (30) days' written notice before the Initial Term expires. During month-to-month renewal, either Party may terminate on thirty (30) days' written notice, effective at the end of the billing month in which the notice period expires. Customer may send non-renewal notice to jgoth@redtailcapital.com or use any non-renewal function Redtail makes available in Customer's account.

Customer may give non-renewal notice at any time, but such notice does not shorten the Initial Term or eliminate Committed Fees. Redtail may change renewal pricing on at least sixty (60) days' written notice; if Customer rejects the change, Customer's sole remedy is to prevent or terminate renewal before the new price takes effect.

10.3 Termination for Cause

Either Party may terminate an affected subscription if the other Party materially breaches these Terms and fails to cure within thirty (30) days after written notice describing the breach. A payment breach has a ten (10)-day cure period. Customer may terminate for Redtail's uncured material breach and will receive a prorated refund of prepaid subscription fees allocable to the terminated period after the effective termination date.

Redtail may terminate or suspend immediately, without a cure period, for Customer's breach of Section 4(c), 4(d), 4(e), or 4(g); fraud or intentional misrepresentation; unlawful conduct; conduct that creates a material security threat; or threatened or actual misuse of Redtail's intellectual property or Confidential Information. Either Party may terminate immediately if the other becomes insolvent, makes a general assignment for creditors, ceases material operations without a successor, or becomes subject to a bankruptcy or receivership proceeding not dismissed within sixty (60) days, subject to applicable bankruptcy law.

10.4 Redtail Convenience Termination

Redtail may terminate a subscription for convenience on sixty (60) days' written notice. If the termination takes effect before the end of Customer's Initial Term, Redtail will refund prepaid subscription fees allocable to the unused period and Customer will have no obligation to pay future Committed Fees for that terminated period. This Section does not apply to termination arising from Customer's breach, nonpayment, or misuse.

10.5 Effect of Termination; Remaining Committed Fees

Upon expiration or termination, Customer's access ends and each Party will cease use of the other Party's Confidential Information except as allowed by surviving provisions. All amounts accrued through the effective date are immediately due.

If Customer purports to terminate for convenience before the Initial Term ends, repudiates the subscription, stops paying, or Redtail terminates the affected subscription for Customer's uncured breach, all unpaid Committed Fees for the remainder of the Initial Term become immediately due. The Parties agree that monthly billing is only an accommodation and that this amount is the unpaid balance of the purchased subscription term, not a penalty. To the extent required to avoid an unenforceable penalty, the accelerated amount will be reduced by direct, nonrecoverable costs that Redtail actually and demonstrably avoids solely because access and Services ended early. Redtail may elect instead to continue invoicing on the original schedule; no delay in acceleration waives the obligation.

Termination does not affect Customer's license to fully paid Customer Outputs under Section 8.3. Sections that by their nature should survive will survive, including payment obligations; restrictions concerning EVCR Materials; intellectual-

property ownership; Customer Output rights; confidentiality; De-Identified Data rights; disclaimers; indemnification; limitations of liability; dispute resolution; and general provisions.

11. CONFIDENTIALITY

11.1 Confidential Information

“Confidential Information” means nonpublic information disclosed by or for one Party (“Discloser”) to the other (“Recipient”) that is marked confidential or that a reasonable person would understand to be confidential given its nature and the circumstances. Customer Confidential Information includes nonpublic Customer Data and business plans. Redtail Confidential Information includes the EVCR Offering, EVCR Materials, nonpublic pricing, security information, scoring logic, prompts, methods, roadmaps, and product plans.

Confidential Information excludes information that Recipient can document: (a) is publicly available without breach; (b) was lawfully known without confidentiality duty before disclosure; (c) was received lawfully from a third party without confidentiality duty; or (d) was independently developed without use of the Confidential Information.

11.2 Protection and Permitted Use

Recipient will use Discloser’s Confidential Information only to exercise rights and perform obligations under these Terms. Recipient will protect it using at least reasonable care and no less than the care used for its own similar information. Recipient may disclose it only to employees, directors, Affiliates, subprocessors, and professional advisors who need to know and are bound by confidentiality duties (“Representatives”). Recipient will be liable for any breach of this Section 11 by its Representatives.

11.3 Compelled Disclosure

Recipient may disclose Confidential Information when legally required, but, if legally permitted, will give prompt notice and reasonable cooperation so Discloser may seek protection. Recipient will disclose only the portion legally required.

11.4 Duration and Equitable Relief

These confidentiality duties continue for five (5) years after disclosure. Duties concerning trade secrets continue while the information remains a trade secret under applicable law. Unauthorized use or disclosure of Confidential Information or EVCR Materials may cause irreparable harm for which damages are inadequate; the injured Party may seek appropriate equitable relief without waiving other remedies and, to the extent permitted by law, without posting bond.

12. REPRESENTATIONS AND LIMITED WARRANTIES

12.1 Mutual Authority

Each Party represents that it has authority to enter into these Terms and that doing so does not violate another agreement binding on it.

12.2 Customer Warranties

Customer represents and warrants that: (a) it will use the EVCR Offering only for lawful business purposes; (b) Customer Data and Customer’s instructions will not infringe, misappropriate, or violate another person’s rights or law; (c) it has obtained required notices, rights, and consents; (d) it will not present EVCR as a guarantee, certification, or professional opinion; and (e) it is not relying on any future functionality or oral promise not stated in the Subscription Details.

12.3 Limited Services Warranty

Redtail warrants that it will perform expressly contracted human-delivered Services in a professional and workmanlike manner. Customer must report a breach with reasonable detail within thirty (30) days after the affected Services are performed. Redtail’s entire obligation and Customer’s exclusive warranty remedy is, at Redtail’s option, to reperform the nonconforming Services or refund the fees paid specifically for those Services.

13. DISCLAIMERS; NO GUARANTEED OUTCOMES

EXCEPT FOR THE EXPRESS LIMITED WARRANTY IN SECTION 12.3, THE EVCR OFFERING, EVCR MATERIALS, CUSTOMER OUTPUTS, SERVICES, AND ALL RELATED CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE MAXIMUM EXTENT PERMITTED BY LAW, REDTAIL AND ITS LICENSORS DISCLAIM ALL EXPRESS, IMPLIED, STATUTORY, AND OTHER WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, ACCURACY, COMPLETENESS, RESULTS, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. REDTAIL DOES NOT WARRANT THAT THE EVCR OFFERING WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR COMPATIBLE WITH EVERY SYSTEM; THAT CUSTOMER DATA OR CUSTOMER OUTPUTS WILL BE ERROR-FREE; OR THAT ANY ISSUE WILL BE CORRECTED.

EVCR IS A STRUCTURED, AI-ASSISTED BUSINESS DIAGNOSTIC AND DECISION-SUPPORT FRAMEWORK. IT IS NOT AN AUDIT, APPRAISAL, VALUATION, FAIRNESS OPINION, DUE-DILIGENCE REPORT, CERTIFICATION, OR SUBSTITUTE FOR CUSTOMER’S JUDGMENT OR QUALIFIED PROFESSIONAL ADVICE. REDTAIL DOES NOT PROVIDE LEGAL, TAX, ACCOUNTING, INVESTMENT, SECURITIES, BROKERAGE, FIDUCIARY, HUMAN-RESOURCES, CYBERSECURITY, OR OTHER LICENSED PROFESSIONAL ADVICE THROUGH THE EVCR OFFERING.

NO SCORE, BENCHMARK, CUSTOMER OUTPUT, COMMENT, RECOMMENDATION, OR ACTION PLAN GUARANTEES INCREASED ENTERPRISE VALUE, FINANCING, INVESTMENT, PROFITABILITY, REVENUE, CASH FLOW, OPERATIONAL IMPROVEMENT, RISK REDUCTION, COMPLIANCE, OR ANY OTHER RESULT. BUSINESS CONDITIONS CHANGE, OUTPUTS DEPEND ON CUSTOMER DATA AND ASSUMPTIONS, AND CUSTOMER BEARS THE RISK OF ITS DECISIONS AND IMPLEMENTATION.

CUSTOMER ACKNOWLEDGES THAT THE EVCR OFFERING AND CUSTOMER OUTPUTS ARE PROVIDED FOR INFORMATIONAL AND DECISION-SUPPORT PURPOSES ONLY. CUSTOMER IS SOLELY RESPONSIBLE FOR INDEPENDENTLY EVALUATING AND VALIDATING ALL CUSTOMER OUTPUTS AND FOR OBTAINING QUALIFIED PROFESSIONAL ADVICE WHEN APPROPRIATE. CUSTOMER WILL NOT USE OR RELY ON THE EVCR OFFERING OR ANY CUSTOMER OUTPUT AS THE SOLE BASIS FOR ANY BUSINESS, OPERATIONAL, FINANCIAL, FINANCING, INVESTMENT, EMPLOYMENT, GOVERNANCE, LEGAL, TAX, ACCOUNTING, CYBERSECURITY, OR OTHER MATERIAL DECISION. CUSTOMER RETAINS SOLE RESPONSIBILITY FOR ALL DECISIONS MADE AND ACTIONS TAKEN OR NOT TAKEN BASED ON OR INFORMED BY THE EVCR OFFERING OR CUSTOMER OUTPUTS, AND FOR ALL RESULTS ARISING FROM THOSE DECISIONS OR ACTIONS.

14. INDEMNIFICATION

14.1 Customer Indemnity

Customer will defend, indemnify, and hold harmless Redtail, its Affiliates, licensors, contributors, and their officers, directors, employees, contractors, agents, successors, and assigns from third-party claims, demands, investigations, proceedings, damages, judgments, settlements, penalties, costs, and reasonable attorneys’ fees arising from or relating to: (a) Customer Data or Redtail’s authorized processing of it; (b) Customer’s lack of rights, notices, or consents; (c) Customer’s or an Authorized User’s breach of Sections 3, 4, 8.3, 8.6, 9.7, or 12.2; (d) the use or distribution of Customer Outputs; (e) Customer’s business decisions or implementation; or (f) Customer’s product, services, employment practices, financing, investment activity, or relationships with third parties.

14.2 Redtail IP Indemnity

Redtail will defend Customer against a third-party claim that Customer’s authorized use of the EVCR Offering directly infringes a United States patent, copyright, or trade secret, and will indemnify and hold harmless Customer against damages and costs finally awarded or approved in settlement by Redtail. Redtail has no obligation for a claim arising from Customer Data; a Customer or third-party modification; combination with items not supplied or approved by Redtail; use outside these Terms; continued use after notice; compliance with Customer instructions; or a free, beta, trial, or evaluation feature.

If an infringement claim is made or likely, Redtail may procure continued use, modify or replace the affected item, or terminate the affected subscription and refund prepaid subscription fees for the unused terminated period. This Section states Redtail’s entire obligation and Customer’s exclusive remedy for intellectual-property infringement.

14.3 Procedure

The indemnified Party will give prompt written notice, reasonable cooperation at the indemnifying Party's expense, and sole control of defense and settlement. Delay in notice relieves obligations only to the extent materially prejudicial. The indemnifying Party may not settle a claim in a manner that admits fault by, imposes nonmonetary obligations on, or fails to fully release the indemnified Party without written consent, not to be unreasonably withheld.

15. LIMITATION OF LIABILITY

15.1 Excluded Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY NOR ITS AFFILIATES, LICENSORS, CONTRACTORS, OR SERVICE PROVIDERS WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY AND REGARDLESS OF THE THEORY OF LIABILITY.

15.2 Liability Cap

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL CUMULATIVE LIABILITY OF REDTAIL AND ITS AFFILIATES, LICENSORS, CONTRACTORS, AND SERVICE PROVIDERS ARISING OUT OF OR RELATING TO THESE TERMS WILL NOT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER FOR THE SUBSCRIPTION TO WHICH THE CLAIM RELATES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

15.3 Exclusions from Cap

The limits in Sections 15.1 and 15.2 do not limit: (a) Customer's payment obligations; (b) Customer's breach of Sections 4, 8.3, 8.6, 9.7, or 11; (c) Customer's indemnification obligations; (d) fraud or willful misconduct; or (e) liability that applicable law does not permit to be limited. For clarity, this Section 15.3 does not create any liability or cause of action that would not otherwise exist under applicable law.

The Parties agree that these limitations are an essential basis of the bargain and apply even if a limited remedy fails of its essential purpose.

15.4 No Personal Liability

Customer will not assert any claim arising out of or relating to these Terms against any of Redtail's officers, directors, employees, contractors, agents, or other personnel in their individual capacities.

16. AUDIT AND COMPLIANCE VERIFICATION

During the term and for one (1) year afterward, Redtail may, no more than once per calendar year unless a prior review found material noncompliance, verify Customer's Authorized User count, Covered Companies, access records, and compliance with Sections 2, 4, and 8.6. Redtail will give at least ten (10) business days' notice, conduct the review during normal business hours, minimize disruption, and protect Customer Confidential Information.

If a review reveals use beyond the purchased scope, Customer will promptly pay applicable fees at Redtail's then-current rates. If an underpayment exceeds five percent (5%) for the reviewed period or the review finds material intentional misuse, Customer will also reimburse Redtail's reasonable review costs. Audit rights do not require disclosure of legally privileged information or unrelated sensitive records.

17. PUBLICITY

Neither Party may issue a press release about the relationship without the other's written approval. Redtail may identify Customer as an EVCR customer and use Customer's name and logo only if Customer separately and affirmatively authorizes that use in writing. Customer may revoke future use on thirty (30) days' notice, but revocation does not require recall of materials already printed or published.

18. DISPUTE RESOLUTION

18.1 Good-Faith Escalation

Before commencing arbitration, a Party will give written notice describing the dispute and requested relief. Senior representatives with settlement authority will confer in good faith for at least thirty (30) days. This requirement does not prevent a Party from seeking urgent equitable relief or filing to avoid expiration of a limitations period.

18.2 Binding Individual Arbitration

Except for matters described in Section 18.3, a dispute arising out of or relating to these Terms will be finally resolved by binding arbitration administered by JAMS before one arbitrator in Riverside County, California. The JAMS Comprehensive Arbitration Rules will apply, except that the Streamlined Arbitration Rules will apply if the total amount affirmatively sought by all Parties is \$250,000 or less, excluding attorneys' fees and equitable relief. The arbitrator will have experience with commercial technology or subscription agreements, may grant any remedy available in court consistent with these Terms, and will issue a reasoned written award. Judgment may be entered in any court with jurisdiction.

Arbitration will proceed only on an individual Party basis and not as a class, collective, consolidated, representative, or private-attorney-general action. Each Party waives any right to a jury trial for a dispute subject to arbitration. If the class or representative-action waiver is found unenforceable for a particular claim, that claim will proceed in a court of competent jurisdiction and be stayed pending arbitration of arbitrable claims to the extent permitted by law.

18.3 Court Proceedings and Equitable Relief

Either Party may bring an individual action in small-claims court if eligible; seek temporary, preliminary, or emergency equitable relief to protect intellectual property, Confidential Information, security, or data; enforce an arbitration award; or bring an action to collect an undisputed amount due. Such proceedings must be brought exclusively in the state or federal courts located in Riverside County, California, and each Party consents to personal jurisdiction and venue there.

18.4 Fees and Confidentiality

The prevailing Party in a dispute is entitled to recover reasonable attorneys' fees and costs to the extent permitted by law. The Parties will keep arbitration filings, evidence, hearings, and awards confidential except as needed to conduct the proceeding, enforce an award, comply with law, or consult advisors.

18.5 Governing Law; Time Limit

California law governs without regard to conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply. To the extent permitted by law, a claim must be filed within two (2) years after it accrued, except a claim for nonpayment, intellectual-property misuse, breach of confidentiality, fraud, or indemnification.

19. GENERAL PROVISIONS

19.1 Notices

Legal notices must be in writing and sent by email with confirmation of receipt. Notices to Redtail must be sent to jgoth@redtailcapital.com. Notices to Customer will be sent to the account, checkout, billing, or legal-notice email Customer provides. Operational notices, invoices, security notices, and renewal reminders may be sent to Customer's account or billing email and are effective when sent.

19.2 Assignment

Customer may not assign these Terms, delegate material obligations, or transfer the subscription without Redtail's prior written consent. A change of control, merger, reorganization, or transfer of substantially all relevant assets is an assignment. Redtail may assign these Terms to an Affiliate or in connection with a merger, financing, reorganization, or sale of all or substantially all relevant business or assets. An unauthorized assignment is void. Subject to this Section, these Terms bind and benefit successors and permitted assigns.

19.3 Force Majeure

Neither Party is liable for delay or failure caused by events beyond reasonable control, including natural disaster, fire, epidemic, war, terrorism, civil unrest, labor dispute, government action, utility or internet failure, cyberattack by a third party, or failure of a critical provider, if the affected Party uses commercially reasonable efforts to mitigate. Force majeure does not excuse Customer's obligation to pay amounts due for periods in which contracted access was materially available or for Services already performed.

19.4 Independent Contractors

The Parties are independent contractors. These Terms do not create a partnership, joint venture, franchise, fiduciary, employment, agency, investment-advisory, or professional-client relationship. Neither Party may bind the other.

19.5 Export, Sanctions, and Anti-Corruption

Each Party will comply with applicable export-control, sanctions, and anti-corruption laws in performing these Terms. Customer will not allow access from an embargoed jurisdiction or by a prohibited party and will not use the EVCR Offering to facilitate an unlawful payment or transaction.

19.6 Entire Agreement; Reliance

These Terms and incorporated documents are the complete agreement concerning their subject matter and supersede prior or contemporaneous proposals, communications, representations, and agreements. Customer acknowledges that it has not relied on a promise, forecast, or representation not expressly included in an incorporated document. A purchase order or Customer vendor form is for administrative convenience only, and conflicting or additional terms in it are void.

19.7 Amendment and Waiver

An amendment must be in a writing signed by authorized representatives of both Parties, except Redtail may update Documentation and policies as expressly allowed in these Terms. A waiver must be express and in writing. Delay or failure to enforce a right is not a waiver, and a waiver on one occasion is not a continuing waiver.

19.8 Severability and Reformation

If a provision is unenforceable, it will be modified to the minimum extent necessary to make it enforceable while preserving intent, and the remainder remains effective. If modification is not permitted, the unenforceable portion will be severed.

19.9 No Third-Party Beneficiaries

Except for indemnified persons under Section 14 and Redtail's Affiliates, licensors, contractors, and service providers solely with respect to the protections expressly granted to them under Sections 15.1 and 15.2, there are no third-party beneficiaries.

19.10 Construction

Headings are for convenience. "Including" means "including without limitation." "Will" and "shall" are mandatory. The singular includes the plural. These Terms will be construed fairly and not against either Party as drafter.

19.11 Electronic Acceptance

Customer accepts and agrees to be bound by these Terms by checking the single unchecked acceptance box presented during the EVCR checkout process and continuing to payment. The acceptance box will link to or display the then-current version of these Terms and will conspicuously disclose the selected Initial Term, monthly or prepaid amount, total Committed Fees, and the fact that monthly billing does not create a month-to-month cancellation right during the Initial Term. Customer may not continue to payment unless its authorized representative affirmatively accepts. No separate Subscription Details form, initials, customer signature, or Redtail countersignature is required. Redtail accepts Customer's subscription by confirming the order, accepting or authorizing the initial payment, or making the EVCR Offering available, whichever occurs first. Redtail may maintain electronic records evidencing acceptance, including the

applicable version of these Terms, Subscription Details, checkbox text and value, Customer and accepting-individual identity, date and time, and associated payment-processor identifiers.

EXHIBIT A

REQUIRED EVCR OUTPUT NOTICE

Any Customer Output that Customer distributes, shares, or discloses to any person, including any permitted disclosure under Section 8.3 of these Terms, must retain the following notice, unless Redtail approves alternative language in writing:

EVCR DECISION-SUPPORT NOTICE. This Enterprise Value Creation Roadmap™ output provides structured, AI-assisted business diagnostic and decision-support information based substantially on information supplied by or for the customer. It is not an audit, appraisal, valuation, fairness opinion, certification, guarantee, or legal, tax, accounting, investment, securities, human-resources, cybersecurity, or other licensed professional advice. Scores, benchmarks, observations, and suggested priorities may contain errors or omissions and do not guarantee increased enterprise value, financing, profitability, compliance, or any other result. Company leadership remains solely responsible for validating the information, obtaining appropriate professional advice, making decisions, and implementing actions.

All externally shared Customer Outputs must also retain the following attribution:

Enterprise Value Creation Roadmap™ — A Redtail Capital Offering

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