



Standard Sales Agreement

V2

[Customer Name]

This Sales Agreement ("**Agreement**") is entered on [insert date] ("**Effective Date**") between Supersonik, Inc., a Delaware corporation ("**Supersonik**"), and [Customer Name] ("**Customer**"). Supersonik and Customer may each be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

The Agreement and any additions thereto shall be governed by the Supersonik's Terms of Service. The terms in capital letters used yet not defined on this Agreement shall mean as indicated in the Terms of Service.

1. Purpose

The Parties will collaborate to configure, test, and deploy such agents to achieve Customer's agreed use case, goals, and KPIs ("**Project Objectives**"), which shall be defined in a Statement Of Work executed following the discovery phase documented in Section 2 of this Agreement.

2. Engagement Phases

2.1 Discovery Phase (1-2 weeks)

An initial scoping and validation phase lasting approximately one (1) to two (2) weeks from the Effective Date. During this period, the Parties assess feasibility, define technical and operational requirements, clarify Customer use cases, and align on preliminary success criteria. Supersonik may conduct workshops, technical assessments, and data reviews as reasonably required.



The Discovery phase will be considered complete upon Supersonik's written confirmation to Customer that the feasibility assessment and preliminary scoping have been concluded, and the Parties are ready to proceed to the Statement of Work Annex.

2.2 Statement of Work Phase (up to 1 week)

Following completion of the Discovery Phase, the Parties shall document the agreed scope, implementation plan, success metrics, responsibilities, timeline, and commercial assumptions in a mutually executed document (the "**Statement of Work Annex**").

The Statement of Work phase will be considered complete when both Parties reach an agreement on the Statement of Work Annex.

If the Parties do not reach agreement on the Statement of Work Annex **within seven (7) days** from the completion of the Discovery Phase, either Party may terminate this Agreement upon written notice without penalty. Customer shall remain responsible only for fees accrued for services performed up to the effective termination date.

2.3 Alpha Deployment Phase (2-3 weeks)

A controlled deployment phase lasting approximately two (2) to three (3) weeks, during which the AI demo agent is configured and deployed in a limited environment (internal users or restricted external traffic) to validate integrations, system stability, call flows, and core functionality.

Customer agrees to allocate appropriate personnel and time for testing, feedback, validation sessions, and iterative refinements during this phase. Timely feedback and availability of Customer stakeholders are material to successful completion of the Alpha Deployment Phase.

The Alpha Deployment phase will be considered complete upon Supersonik's written notice to Customer confirming that: (i) the AI demo agent has been successfully configured and deployed in the agreed limited environment; and (ii) the Alpha validation criteria defined in the Statement of Work Annex have been met, whereupon the Beta Deployment Phase shall commence.



2.4 Beta Deployment Phase (2 weeks)

A live deployment phase lasting approximately two (2) weeks involving real end users and production traffic. During this phase, the AI demo agent will be distributed to Customer's target audience in accordance with the distribution channels, campaign structure, and traffic allocation plan defined in the Statement of Work Annex.

The detailed scope, traffic expectations, success metrics (KPIs), responsibilities, and operational execution model for the Beta Deployment Phase shall be expressly documented in the Statement of Work Annex. Performance during this phase will be measured against the agreed KPIs to determine readiness for transition to the Subscription Phase.

The Beta Deployment phase will be considered complete upon Supersonik's written notice to Customer confirming that the agreed Beta success criteria and KPIs defined in the Statement of Work Annex have been achieved.

Unless Customer provides a written and substantiated objection specifying a material non-conformity within five (5) business days of such notice, the Beta Deployment Phase shall be deemed successfully completed and the Subscription Phase shall commence.

2.5 Subscription Phase

Upon completion of the Beta Deployment Phase, Supersonik will provide written notice that the agreed Beta success criteria have been achieved. The Subscription Phase shall commence on the earlier of:

- (a) Customer's written confirmation to proceed; or
- (b) five (5) business days after Supersonik's notice of Beta completion, unless Customer provides a written and substantiated objection specifying a material non-conformity. Failure to respond within such period shall be deemed acceptance.

2.6 Timeline Flexibility

The phase durations described in this Section 2 are indicative estimates only. The final implementation timeline, sequencing, resource allocation, and phase transition criteria shall be defined in the applicable Statement of Work Annex and may vary depending on scope, technical complexity, integration requirements, and Customer responsiveness.



3. Delays and dependencies

Customer Delays

If Supersonik's performance is delayed due to Customer's failure to provide required access, information, approvals, personnel availability, distribution support, or other agreed dependencies, the applicable timelines shall automatically extend for a period equal to the duration of such delay, and Supersonik shall not be deemed in breach.

If such Customer-caused delay exceeds fifteen (15) consecutive days during the Alpha or Beta Deployment Phases, the Parties shall first work in good faith to realign the implementation plan and mitigate the delay. If no commercially reasonable solution is agreed within five (5) business days thereafter, the originally scheduled Subscription start date, as defined in the applicable Statement of Work Annex, shall remain unchanged, and the Subscription Phase shall be deemed to commence on such originally scheduled date.

Supersonik shall not be responsible for any failure to achieve the agreed deadlines or KPIs to the extent caused by Customer's delays or lack of cooperation.

Supersonik Delays

If Supersonik materially delays performance due solely to reasons within its reasonable control and not attributable to Customer or third-party dependencies, Supersonik shall use commercially reasonable efforts to remedy such delay promptly, and the Parties shall work in good faith to agree on a reasonable adjustment to the applicable timeline.

No Penalty for Good Faith Adjustments

Delays resulting from unforeseen technical complexities, integration challenges, third-party system dependencies, infrastructure limitations, changes in applicable laws, or other circumstances beyond the reasonable control of either Party shall not constitute breach by Supersonik. In such cases, the Parties shall work in good faith to adjust the implementation plan and timeline as reasonably necessary.



4. Extension to new use cases

Following the Subscription Phase, either Party may propose additional use cases beyond those expressly defined in the applicable Statement of Work Annex. Any new use case shall be subject to prior mutual written agreement between the Parties.

The detailed scope, objectives, success criteria, technical requirements, and validation metrics for each approved use case shall be documented in the Statement of Work Annex. If a proposed new use case materially differs from the existing agreed scope, the Parties shall update the current Statement of Work Annex or execute a new Statement of Work Annex, as applicable, prior to any development or deployment.

Unless otherwise agreed, live demos generated under any approved new use case shall be aggregated within the Customer's total contracted demo volume tier and billed in accordance with the per-demo pricing and minimum commitment set forth in Section 5. This structure allows the Customer to expand into new use cases while benefiting from a unified volume tier and consistent pricing model. If a new use case materially impacts expected demo volumes, technical complexity, or resource allocation, the Parties shall align in good faith on any necessary adjustments to ensure continued commercial fairness and scalability.

5. Subscription, Fees & Payment

5.1 Definitions

For purposes of this Agreement:

- a) **"Live Demo"** means a video call session in which an end user joins and interacts with the AI demo agent at least once.
- b) **"Committed Volume"** means the committed number of Live Demos per month specified in Section 5.3 (the **"Monthly Committed Volume"**).
- c) **"Carry-Over Volume"** means the portion of unused Monthly Committed Volume that may be carried over pursuant to Section 5.4.
- d) **"Available Volume"** for a given month means the Monthly Committed Volume plus any valid Carry-Over Volume for that month.
- e) **"Effective Date"** means the date on which this agreement is executed by both Parties.



5.2 Subscription Term and Renewal

This agreement will enter into force on the Effective Date and will remain in force until the end of the Initial Term or any extensions thereof.

The initial subscription term is one (1) year commencing on the **Subscription Phase** (“**Initial Term**”). The subscription will automatically renew for successive one (1) year terms unless either Party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

5.3 Pricing; Minimum Monthly Fee; Per-Demo Fees

- (a) **Commitment:** Customer commits to a Monthly Committed Volume of [XXX] Live Demos per month, equivalent to [XXX] Live Demos per year.
- (b) **Per-Demo Price:** The price is €[X] per Live Demo.
- (c) **Minimum Monthly Fee:** Based on the Monthly Committed Volume, the Parties agree a minimum monthly fee of €[XXX] (the “Minimum Monthly Fee”). The Minimum Monthly Fee is payable monthly in advance and is due regardless of actual usage in the applicable month.
- (d) **Overage Fees:** Any Live Demos used above the Available Volume in a given month will be charged at €[X] per additional Live Demo (“Overage Fees”) and invoiced monthly in arrears.

5.4 Carry-Over (Limited)

If Customer’s Live Demo usage in any month is below the Monthly Committed Volume, Customer may carry over up to twenty percent (20%) of the Monthly Committed Volume to the immediately following month only (the “**Carry-Over Volume**”).

- (a) **Cap:** The maximum Carry-Over Volume applied in any month shall not exceed 20% of the Monthly Committed Volume with a maximum of the unused Live Demos in such a relevant month;
- (b) **Expiry:** Any unused volume beyond the 20% limit shall automatically expire and may not be carried forward. In addition, any Carry-Over Volume not used in the immediately following month shall expire and shall not roll over further.

Illustrative Example (non-binding): If the Monthly Committed Volume is 500 Live Demos and Customer uses 350 in January, 150 are unused; Customer may carry over up to 100 (20% of



500) to February, resulting in a maximum Available Volume of 600 for February (500 + 100). Any unused Carry-Over Volume at the end of February shall expire.

5.5 Volume Adjustment and Repricing Trigger

If Customer's monthly usage exceeds [XXX] Live Demos in any month, the Parties will enter into good-faith discussions to review volume and pricing for future months. Unless and until revised terms are agreed in a written amendment signed by both Parties, all additional usage continues to be billed at the then-current Per-Demo Price and Overage Fees in accordance with Section 5.3.

5.6 Invoicing and Payment

- (a) **Invoices:** Supersonik will invoice (i) the Minimum Monthly Fee monthly in advance, and (ii) any Overage Fees monthly in arrears.
- (b) **Payment Terms:** Invoices are payable within thirty (30) days from the invoice date.
- (c) **Late Payments:** Late, undisputed amounts may accrue interest at 1.5% per month or the maximum rate permitted by applicable law, whichever is lower.
- (d) **Service suspension:** If any undisputed amount remains unpaid fifteen (15) days after the applicable due date, Supersonik may, upon written notice to Customer, suspend access to the Services until all outstanding undisputed amounts are paid in full. Suspension of Services shall not relieve Customer of its payment obligations under this Agreement, and Supersonik shall have no liability for any damages, losses, or consequences arising from such suspension. Services will be reinstated promptly following receipt of full payment of all outstanding undisputed amounts. Supersonik may also suspend Services immediately if Customer's use is considering a security risk or violates applicable law.

6. Intellectual Property & Feedback

Supersonik retains all rights to its technology, AI models, workflows, and software and improvements derived from operation of the Services. Customer retains all rights to its data, demo content, and materials. Customer grants Supersonik a royalty-free, worldwide license to use feedback, suggestions, or usage data (excluding Confidential Information) to improve Supersonik's services.



7. Confidentiality

Each Party shall protect the other's Confidential Information with at least the same care it uses to protect its own. Confidential Information shall not be disclosed to third parties except as required by law.

8. Logo, Publicity & Trademarks

Customer grants Supersonik the right to use Customer's name and logo in Supersonik's website, presentations, and marketing materials, subject to Customer's brand guidelines.

9. Data Security, Compliance & Restrictions

Supersonik will process Customer Data in compliance with applicable data protection laws (including GDPR and CCPA), Supersonik's Privacy Policy and Supersonik's standard security practices. A Data Processing Agreement (DPA) will be provided upon request. Customer shall comply with all applicable laws (including export, sanctions, and anti-bribery laws). Customer shall not (i) sublicense, resell, or make the services available to third parties; (ii) reverse-engineer or attempt to extract source code; or (iii) use the services outside the agreed Project Objectives.

10. Warranties & Disclaimers

Supersonik warrants services will be provided in a professional manner. The services are otherwise provided "as is." Supersonik does not warrant that the services will be uninterrupted, error-free, or that outputs will meet requirements beyond the agreed Project Objectives. To the fullest extent permitted by law, all implied warranties are disclaimed.

For these purposes, KPIs are performance targets for evaluation purposes only and do not constitute warranties or guarantees of specific results.

11. Limitation of Liability.

Except for willful misconduct or gross negligence, Supersonik's total aggregate liability under this Agreement shall not exceed the total fees paid by Customer in the twelve (12) months preceding the event giving rise to the claim.

In no event shall Supersonik be liable for indirect, incidental, consequential, punitive damage, or loss of profits, revenue, data, or business opportunity.



The Parties acknowledge that the limitations set forth in this Section are a fundamental element of the basis of the bargain and that Supersonik would not enter into this Agreement absent such limitations.

12. Indemnification

Customer shall indemnify, defend and hold harmless Supersonik and its officers, directors, employees, affiliates and agents from and against any third-party claims, damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees) arising out of or relating to:

- a) Customer's breach of this Agreement;
- b) Customer Data or Customer's use of the Services in violation of applicable law;
- c) any claim that Customer-provided content infringes or misappropriates the intellectual property or other rights of a third party;
- d) Customer's misuse of the Services.

Supersonik shall provide prompt written notice of any claim and reasonable cooperation. The Customer shall have sole control of the defense and settlement, provided that no settlement imposes liability or obligations on the indemnified party without its prior written consent.

13. Termination

Either Party may terminate this Agreement: (i) for a material breach not cured within thirty (30) days after written notice; or (ii) immediately if the other Party becomes insolvent.

Termination Before the first 60 Days following the Subscription Phase:

Customer may also terminate this Agreement for convenience upon written notice at any time during the first sixty (60) days of the Initial Term if the Services are not aligned with Customer's business needs; provided, that Customer shall in all cases remain responsible for payment of the fees corresponding to such initial sixty (60) day period, regardless of the effective termination date.

Termination After the First 60 Days following the Subscription Phase:

If Customer terminates the Agreement after the initial sixty (60) days period of the Subscription Phase, the Services shall be deemed accepted and aligned with Customer's expectations. In such case, Customer shall remain liable for payment of all fees corresponding to the full Initial Term, regardless of the effective termination date.



The same principle shall apply to any Renewal Term. If Customer terminates the Agreement during any Renewal Term after its commencement, Customer shall remain responsible for payment of all fees corresponding to the remainder of such Renewal Term.

All accrued but unpaid fees as of the effective date of termination shall become immediately due and payable.

Termination Prior to Subscription Phase:

For the avoidance of doubt, if the Parties do not reach the Statement of Work Annex, either Party may terminate the Agreement without penalty, and Customer shall only be responsible for fees accrued for services performed up to the effective termination date.

If termination occurs after executing the Statement of Work Annex and prior to commencement of the Subscription Phase, Customer shall in all cases remain responsible for payment of the fees corresponding to initial sixty (60) day period, regardless of the effective termination date.

Consequences of termination:

Upon termination or expiration of this Agreement for any reason:

- a. Cessation of Access. Customer's right to access and use the Services shall immediately cease, and Supersonik may disable all access credentials without further notice.
- b. Payment Obligations. All accrued but unpaid fees shall become immediately due and payable. Where termination occurs during an active Subscription Term (including any Renewal Term), Customer shall remain responsible for payment of all committed fees for the remainder of such Term in accordance with this Section 13. No refunds shall apply unless expressly stated in this Agreement.
- c. Return or Deletion of Information. Each Party shall return or delete the other Party's Confidential Information, except where retention is required by law. Supersonik may retain Customer Data in backup systems for a limited period consistent with its standard retention policies and shall thereafter securely delete such data.



- d. Intellectual Property. Termination shall not affect Supersonik's ownership of its technology, AI models, software, or improvements. Customer shall not retain, use, or exploit any Supersonik proprietary materials following termination.

14. Order of Precedence

In the event of any conflict or inconsistency between the documents forming part of the Agreement, the following order of precedence shall apply (unless expressly stated otherwise in writing):

- The executed Sales Agreement;
- Any Statement of Work Annex;
- Any Data Processing Agreement (DPA);
- Supersonik's Terms of Service;
- Any other incorporated policy or document.

For the avoidance of doubt, no purchase order, customer terms, or other document issued by Customer shall modify or supersede this Agreement unless expressly agreed in writing by Supersonik.

15. Survival

Any provision of this Agreement which by its nature should survive termination or expiration shall survive, including but not limited to:

- a) Payment obligations accrued prior to termination (Section 5);
- b) Intellectual Property (Section 6);
- c) Confidentiality (Section 7);
- d) Data protection and security obligations (Section 9);
- e) Limitation of Liability (Section 11);
- f) Indemnification (Section 12);
- g) Governing Law (Section 16)

Such provisions shall remain in effect notwithstanding termination or expiration of this Agreement.



16. General

- Governing Law: Delaware law; exclusive jurisdiction in Delaware courts.
- Force Majeure: No liability for delays due to causes beyond reasonable control. Supersonik shall not be liable for third-party AI model providers' outages or performance limitations.
- Assignment: Either Party may assign this Agreement in connection with a merger or a spin-off, with notice to the other Party. Supersonik may assign to any affiliate without consent. Other assignments require consent not unreasonably withheld.
- Entire Agreement: This Agreement (including Supersonik's Terms of Service, Privacy Policy, and DPA) constitutes the entire understanding and may only be amended in writing.



17. Signatures

IN WITNESS WHEREOF, the Parties have executed this Sales Agreement as of the Effective Date set forth below.

Supersonik, Inc.

Date: xx/xx/2026

By: _____

Daniel Carmona Serrat
CEO

[Customer Name]

Date: xx/xx/2026

By: _____

[Name]

[Title]