



Proof of Concept Amendment to User Agreement

This Amendment is a complement to the **LifeLine AI User Agreement**, which governs your use of LifeLine AI's products and services. The original User Agreement, available by email upon purchase of any LifeLine AI product or service, outlines the general terms and conditions applicable to all clients.

Table of Contents

Amendment to LifeLine AI User Agreement for Proof of Concept Participants	3
Part 1: Proof of Concept (POC) Specific Provisions.	3
1. Definitions	3
2. Service Terms for POC Participants	3
3. Participant Commitment to Engagement	5
4. LifeLine AI's Control over POC Participants	5
5. Intellectual Property and Confidentiality	6
6. Limitation of Liability	6
7. Termination Rights	6
8. Fairness Principle	6
9. Overall Effectiveness	6
10. Legal and Compliance Disclaimers	7
11. Data Consent	7
12. Non-Compete Obligation	8
13. Proof of Concept (POC) Session Duration	9
14. POC Responsibilities and Conduct	11
15. Incentives and saving benefits.	12
16. Protection of LifeLine AI's Reputation and Disclaimer of Provided Assets	13
Part 2: Modification to Existing Clauses	16
1. Services Provided	16
2. Term and Renewal	19
3. Fees and Payment Terms	20
4. Refund Policy – POC-Specific Provisions	21
6. Intellectual Property and Confidentiality	22
7. Limitations of Liability and Warranties	24
8. User Responsibilities and Conduct	26
9. Indemnification	27
12. Termination	28
13. Miscellaneous	29
14. Cancellation Policy for Proof of Concept (POC) Participants	29
Part 3: General Provisions	36
1. Entire Agreement	36
2. Governing Law	36
3. Severability	36
4. Execution	36

Amendment to LifeLine AI User Agreement for Proof of Concept Participants

LifeLine AI is introducing a Proof of Concept (POC) program designed to validate and demonstrate the effectiveness of its AI-driven consultancy services to a select group of inquiries. As participants in this initiative, individuals will receive complimentary access to services while contributing feedback and insights regarding their experiences. This amendment seeks to clarify the terms and conditions applicable to POC participants, ensuring mutual understanding and protection for both LifeLine AI and the participants.

This Proof of Concept Amendment ("Amendment") to the LifeLine AI User Agreement (the "Agreement") is established to outline the special terms and conditions applicable to individuals participating in LifeLine AI's Proof of Concept campaign ("Participants").

Part 1: Proof of Concept (POC) Specific Provisions.

1. Definitions

1.1 Proof of Concept (POC) Participants

Individuals participating in the POC program who will receive complimentary access to LifeLine AI's services under this amendment.

1.2 Services

The AI-driven consultancy services provided by LifeLine AI, including but not limited to diagnostic assessments, personalized action plans, and one-on-one consultancy sessions.

2. Service Terms for POC Participants

2.1 Subscription Grant

POC participants will receive a complimentary subscription to LifeLine AI's services, which includes:

- Six (6) months open market subscription.
- Two (2) complimentary consultancy sessions.
- Two (2) coupons for a 50% discount on subsequent sessions.
- Four (4) coupons for a 40% discount on subsequent sessions.

Aclaratory Note: Limitations on Unlimited Improvement Areas for POC

Subscriptions

While the subscription provided under the Proof of Concept (POC) initiative offers access to the same services available in LifeLine AI's open market plans, the "Unlimited Improvement Areas" feature is subject to specific limitations for POC participants.

Participants are eligible to explore additional areas of improvement **only after the completion of the specific area of improvement outlined in the POC agreement**. This limitation ensures that the primary objectives of the POC are achieved, allowing LifeLine AI to assess the effectiveness of its consultancy approach within the designated scope.

Upon completion of the initial improvement area:

- Participants may transition to additional areas of improvement either by using their remaining subscription time, extending their subscription or through the use of preference rates, if applicable.
- Additional areas of improvement may be accessed according to the terms of LifeLine AI's open market plans or through specific conditions agreed upon post-POC completion.

This provision reflects the tailored nature of the POC subscription, ensuring both parties maintain focus on achieving measurable outcomes within the defined scope.

2.1.1 Non valued worth

- Preferential fee of the given subscription package after benefits use.
- Unlimited generated wealth attached to the success criteria and aggregate natural incrementality value of consultancy sessions.

2.2 Participant Obligations

In exchange for the complimentary services, POC participants agree to:

- Sign a Non-Disclosure Agreement (NDA) to maintain confidentiality regarding LifeLine AI's proprietary processes and information.
- Attend one (1) session to discuss their profiles and goals.
- Attend two (2) feedback sessions to share their experiences with the product.
- Provide one (1) piece of website feedback
- Provide one (1) written review

- Provide one (1) piece of success story submission.
- Provide one (1) recommendation on public opinion platforms.
- Follow LifeLine AI's social media accounts.
- Respond periodically to Net Promoter Score (NPS) surveys to assist in assessing the service's effectiveness.
- Report any error or opportunity of improvement detail to LifeLine product Team.

3. Participant Commitment to Engagement

POC participants are expected to engage with LifeLine AI's services to the best of their abilities. While the subscription is complimentary, participants must actively participate in the consultancy process, including attending scheduled sessions and complete the outlined obligations.

- Participants acknowledge that LifeLine AI is conducting this Proof of Concept as a preliminary offering and will cooperate in a manner that supports evaluation and enhancement of services.
- LifeLine AI disclaims responsibility for unmet product expectations during this period due to its experimental context.

4. LifeLine AI's Control over POC Participants

While POC participants are provided complimentary access, LifeLine AI retains the right to monitor participation and engagement levels, including:

- The ability to terminate the POC subscription if the participant fails to engage or meet the outlined commitments.
- Evaluation of participant feedback and engagement as critical metrics in assessing the integrity of services and participants' success.
- A formal review process at the end of the POC period to determine the participant's eligibility for continued services or additional benefits based on their engagement level.
- A repetitive behaviour of forfeited sessions.

This clause ties directly into **Section 7: Termination Clause** and **Section 14.1 Purpose of the POC Framework**, reinforcing LifeLine AI's commitment to maintaining the fairness and integrity of its services. The expectations and monitoring outlined here reflect the collaborative nature of the POC framework and ensure that LifeLine AI and participants mutually benefit from the initiative.

In cases of early termination due to non-engagement or breach of commitments, LifeLine AI will follow the procedures set forth in the Termination Clause, ensuring clarity and fairness while protecting the program's intended purpose. Similarly, the Cancellation Policy provides

participants with the opportunity to end their subscription voluntarily, should they be unable or unwilling to fulfill their obligations.

5. Intellectual Property and Confidentiality

As part of the POC initiative, participants acknowledge that all content, methodologies, and processes that they engage with remain the intellectual property of LifeLine AI. Participants must not:

- Disclose any proprietary information, materials, insights, or strategies to third parties.
- Utilize any of LifeLine AI's content for commercial purposes without prior written consent.

6. Limitation of Liability

LifeLine AI's liability in connection with the services provided under this POC program will be limited to the maximum extent permitted by law. Participants acknowledge that services are provided on an "as-is" basis, no warranties or guarantees are made regarding covered outcomes or experiences derived from the consultancy services.

7. Termination Rights

LifeLine AI reserves the right to terminate the POC subscription of any participant who:

- Fails to fulfill their obligations as defined in this amendment.
- Engages in any prohibited behavior outlined in the User Agreement.
- Breaches confidentiality or any other contractual terms.

8. Fairness Principle

LifeLine AI commits to transparency and fairness within the POC framework by:

- Clearly outlining the responsibilities expected of participants.
- Ensuring clarity on how LifeLine AI will evaluate participant engagement and its impact on the overall offering.
- Adhering to any applicable compliance or regulatory requests as they relate to the delivery of consultancy services.

9. Overall Effectiveness

This amendment affirms that while LifeLine AI seeks to enhance its understanding and delivery of AI-driven consultancy services through participant engagement, all counterparts recognize the value of the collective

experience as central to the proof of concept's effectiveness.

10. Legal and Compliance Disclaimers

- LifeLine AI underscores that POC does not constitute a contractual obligation for future services or engagement beyond the defined term.
- Participants acknowledge the nascent stage of consultancy services and agree to indemnify LifeLine AI for compliance issues emerging from jurisdictional licensing requirements not presently secured.

11. Data Consent

In the event of any conflict between the terms of this Amendment and the terms of the original User Agreement, the provisions of this Amendment shall prevail for Proof of Concept Participants.

Participants consent to the use and processing of feedback data collected during the POC to improve service offerings.

Participants acknowledge and consent to the collection, storage, processing, and usage of their data during the Proof of Concept (POC) campaign in alignment with the data standards outlined in Article 10 of the User Agreement. However, participants specifically agree to the following additional provisions applicable to POC data:

11.1. Enhanced Data Processing and Exposure

- POC data will undergo additional analysis and review by multidisciplinary teams, which may include product developers, service designers, and operations personnel, in addition to the assigned consultants.
- Due to its purpose in service refinement and evaluation, POC data may be subject to broader exposure within LifeLine AI's internal teams compared to traditional subscriptions.

11.2. Data Storage and Transportation

- POC data may be temporarily stored on enterprise-owned devices, including laptops and secure cloud systems, for the purpose of refining the Proof of Concept initiative.
- For operational efficiency, POC data may be transported via enterprise-encrypted email systems, adhering to stringent encryption protocols to mitigate risks during transmission.

11.3. Purpose of Data Processing

POC data will be utilized to:

- Evaluate the effectiveness of consultancy services.
- Identify areas of improvement for LifeLine AI's methodologies and tools.
- Craft, refine, and finalize product offerings based on real-world insights.

11.4. Participant Understanding of Risks

While LifeLine AI commits to applying the same security measures as described in the User Agreement for data, participants understand that the experimental nature of the POC campaign may increase the likelihood of exposure to operational and analytical teams.

Participants acknowledge and accept that the additional handling of POC data presents a marginally higher risk of incidental exposure compared to data handled under traditional subscriptions.

11.5. Data Retention and Confidentiality

POC data will be retained in accordance with the retention and deletion protocols described in Article 10 of the User Agreement.

All individuals with access to POC data will be subject to confidentiality agreements and adhere to LifeLine AI's strict data protection standards.

By participating in the POC campaign, participants explicitly consent to these additional data processes, storage, and transport conditions. Participants also affirm their understanding of the unique risks associated with the POC initiative and agree to provide feedback and insights in good faith to support the objectives of the campaign.

For any questions or concerns regarding the handling of POC data, participants may contact LifeLine AI's Data Protection Officer at privacy@lifelineai.us.

11.6 Data Consent for LifeLine AI Process of Growth

By participating in the Proof of Concept (POC), participants agree that the same attributions outlined for meeting recordings in Section 10 (Data Privacy and Security) of the User Agreement, which govern the processing, analysis, and use of data for the participant's personal growth, are hereby extended to LifeLine AI's internal process of growth and improvement.

This includes, but is not limited to:

Analysis and Insights: Utilizing anonymized and aggregated data derived from POC participant interactions to refine LifeLine AI's methodologies, tools, and service offerings.

Product Enhancement: Leveraging insights gained from POC elements (e.g., participant feedback, outcomes, and process interactions) to optimize the quality and effectiveness of LifeLine AI's services.

Transparency and Accountability: Ensuring all data used for LifeLine AI's process of growth adheres to the same privacy, security, and ethical standards applied to participant data, as outlined in the User Agreement.

By consenting, POC participants acknowledge that their contributions to the POC process may indirectly support LifeLine AI's ongoing innovation and quality assurance initiatives, without compromising individual confidentiality or violating the terms of data privacy.

12. Non-Compete Obligation

Participants agree not to compete with LifeLine AI's service offerings by using insights, strategies, methodologies, or proprietary information gained during the Proof of Concept (POC). This obligation ensures the integrity of LifeLine AI's intellectual property and protects the company's competitive advantage.

This non-compete obligation shall remain in effect for a period of 12 months (or up to 18 months based on jurisdictional enforceability) following the termination of the POC or any related agreements.

12.1 Scope of Non-Compete Obligation

Participants must refrain from directly or indirectly replicating, adapting, or leveraging LifeLine AI's methodologies or frameworks to create or promote competing services, whether individually or in collaboration with other entities, during the POC and for a defined period thereafter as specified in the agreement.

12.2 Disclosure of Potential Conflicts of Interest

To uphold this obligation, participants are required to disclose any potential or actual conflicts of interest that may interfere with their adherence to the non-compete clause.

Such conflicts of interest must be communicated in writing at the earliest opportunity to the individual or representative of LifeLine AI who invited them to participate in the POC. This includes situations where participants are affiliated with or plan to engage with competing services, directly or indirectly.

12.3 Consequences of Non-Compliance

Failure to disclose a conflict of interest in a timely manner or any breach of the non-compete obligation may result in immediate termination of the POC subscription, exclusion from future collaborations with LifeLine AI, and, if necessary, legal remedies to address damages incurred.

13. Proof of Concept (POC) Session Duration

13.1 Session Length and Scheduling

Each Proof of Concept (POC) session is designed to last one (1) hour, with an additional buffer of thirty (30) minutes reserved to extend the session if necessary. This extended time may be utilized only if it is essential to achieve the session's objective or to address unforeseen complexities.

13.2 Objective-Driven Duration

The duration of the session is defined by its objective, not strictly by the passage of time or the number of topics covered. A session may conclude earlier than the scheduled time if its goal has been satisfactorily achieved.

13.3 Additional Sessions

If additional sessions are required due to discussions originating from the current session, these will be considered part of the POC program and will not require additional compensation from the participant. Instead, they will be **covered by the same participant obligations and counterpart contributions** as outlined in the POC Agreement.

13.4 Participant Commitment

Participants are expected to attend and engage fully during the scheduled session time to ensure the session's objectives are achieved efficiently. LifeLine AI reserves the right to terminate the session early if the objectives have been met or extend it into the buffer time at its discretion.

13.5 Rescheduling and Cancellation Policy

13.5.1 Participant Rescheduling

- Participants may request to reschedule a POC session with at least 24 hours' notice before the scheduled start time.
- Rescheduling requests should be submitted in writing through LifeLine AI's designated contact channel, the email.
- Approval of rescheduling is subject to LifeLine AI's availability and operational constraints.

13.5.2 Last-Minute Cancellations

If a participant cancels a session with less than 24 hours' notice, LifeLine AI reserves the right to forfeit the session without offering a reschedule unless the participant demonstrates valid and unforeseen circumstances (e.g., medical emergencies).

- Repeated last-minute cancellations or no-shows may result in termination of the POC subscription or reduced access to benefits.

13.5.3 LifeLine AI Rescheduling

In rare cases where LifeLine AI must reschedule a session due to unforeseen circumstances, participants will be notified as early as possible, and the session will be rescheduled to a mutually convenient time.

- If rescheduling is not possible, LifeLine AI may offer an alternative engagement format (e.g., a written summary of key points or a follow-up consultation).

13.5.4 No-Show Policy

If a participant does not attend the session at the scheduled time and fails to provide prior notice, the session will be considered forfeited, and LifeLine AI is under no obligation to reschedule.

Emergency Exceptions: Both parties recognize that emergencies can occur. In such cases, cancellation or rescheduling will be handled on a case-by-case basis, and LifeLine AI will strive to accommodate participants within reasonable limits.

14. POC Responsibilities and Conduct

In the event of any conflict between the terms of this Amendment and

the terms of the original User Agreement, the provisions of this Amendment shall prevail for Proof of Concept Participants.

14.1. Purpose of the POC Framework

The Proof of Concept is designed to validate LifeLine AI's service offerings, identify areas for improvement, and refine processes to enhance client outcomes. POC participants are expected to collaborate with LifeLine AI to achieve these objectives. Milestones pretended to get in POC are:

- Understand the relationship of the individual with the problem LifeLine onboard and proposal of solution.
- Get to know potential success criterias of the area of improvement.
- Get LifeLine Success Criteria evaluation.
- Identify areas of improvement and clarity of lessons.
- Test time limits for blueprints completion.
- Test Initial KPIS.
- Identify email errors and enhance opportunities.

14.2. Mandatory Error Reporting

- POC participants must promptly report any mistakes, inconsistencies, or malfunctions in LifeLine AI's tools, processes, or deliverables. This includes:
 - Errors in diagnostic assessments, action plans, or feedback.
 - Usability issues in LifeLine AI's software, user interface, or email correspondence.

14.3. Provision of Technical and Experiential Details

Participants agree to share information about their technical setup (e.g., device type, operating system, browser) and how they interact with LifeLine AI's tools and resources. This information will be used solely for refining the service experience.

14.4. Cooperation with POC Objectives

Participants acknowledge that POC success may require:

- Attending additional or extended sessions as deemed necessary by LifeLine AI.
- Completing follow-up tasks or providing supplementary feedback

outside of the standard POC schedule.

- Participants understand that their feedback and engagement are integral to achieving the objectives of the POC and improving LifeLine AI's offerings.

14.5. Scope of Feedback and Reviews

Participants agree to provide constructive feedback, written reviews, and public recommendations, as outlined in Part 1, Section 2.2.

14.6. Indemnity for Misuse or Disclosure

Participants agree to indemnify LifeLine AI for any damages resulting from the misuse, unauthorized sharing, or disclosure of proprietary content, processes, or methodologies encountered during the POC.

14.7. Separation of POC and Subscription Obligations

Obligations and consequences under the POC program are separate from those applicable to standard subscription users. Violations of General Subscription Service terms will not impact POC-specific terms unless they involve broader breaches of LifeLine AI's policies or terms.

15. Incentives and saving benefits.

15.1 Commercial activities and discounts

Commercial incentives, including but not limited to discounts, promotional rates, coupons, preference rates, and financial aid, cannot be combined or accumulated unless explicitly stated in writing by LifeLine AI. In cases where a participant qualifies for multiple incentives, only the single highest-value incentive will apply to the transaction.

Exceptions and Limitations:

- Complimentary services provided under the Proof of Concept (POC) program cannot be combined with other promotional offers or incentives.
- Incentives applied to discounted sessions, subscriptions, or services under the POC program are considered final and cannot be substituted or retroactively modified to reflect other incentives.
- LifeLine AI reserves the right to determine the applicable incentive in cases where multiple offers may appear eligible.

This policy ensures fairness and consistency in the application of incentives across all participants and clients.

15.2 Incentives and Financial Aid

Participants benefiting from complimentary services, discounts, or incentives under the POC campaign are not eligible to apply for financial aid or additional incentives for subsequent subscription extensions or add-ons.

16. Protection of LifeLine AI's Reputation and Disclaimer of Provided Assets

16.1. Legitimacy of User-Provided Assets

As part of the Proof of Concept (POC) initiative, participants may be required to provide reviews, ratings, testimonials, feedback, or other public or private content ("User-Provided Assets") in exchange for complimentary services.

LifeLine AI does not dictate the content, tone, or valuation of User-Provided Assets and disclaims any responsibility for their legitimacy, accuracy, or alignment with LifeLine AI's interests.

Participants represent and warrant that all User-Provided Assets will be authentic, truthful, and reflective of their genuine experiences with LifeLine AI's services. False, misleading, or defamatory content violates the terms of this agreement and may result in immediate termination of participation in the POC program.

16.2 Valuation of User-Provided Assets

The reviews, ratings, and other User-Provided Assets requested as part of the POC program are not considered payment or direct compensation for the services provided.

Any valuation of these items is strictly for the purpose of conflict resolution in cases where termination of the subscription is impractical or otherwise unfeasible.

The valuation of User-Provided Assets does not imply or create an obligation for LifeLine AI to treat them as monetary or non-monetary consideration in any future context.

16.3 Reputation Safeguard Clause

Participants agree to provide User-Provided Assets in good faith, with the

understanding that they will reflect their genuine experiences and not harm the reputation, goodwill, or standing of LifeLine AI in public or private domains.

LifeLine AI reserves the right to address any public content that it deems inaccurate, unfair, or damaging to its reputation through appropriate legal or contractual channels.

16. 4 Fair and Transparent Conflict Resolution

In the event that termination of a POC subscription is deemed impractical or creates a conflict, LifeLine AI may evaluate the value of User-Provided Assets as a mechanism for resolving disputes or compensating for outstanding obligations.

Such valuations will be conducted transparently and in good faith, but this process is intended solely as a conflict resolution tool and not as a general policy for asset exchange or termination-related compensations.

16.5 No Obligation to Retain User-Provided Assets

LifeLine AI retains the right to remove or disregard any User-Provided Assets if they are found to violate the terms of this agreement, including but not limited to instances of:

- Content proven to be false, misleading, or defamatory.
- Content submitted in bad faith or with malicious intent.
- Content that violates any applicable laws or LifeLine AI's intellectual property or branding policies.

In addition, LifeLine AI reserves the right to selectively use, exclude, or adapt User-Provided Assets based on their alignment with the company's business strategy and website objectives. LifeLine AI is under no obligation to declare to the User any decision regarding the exclusion of assets or the reasoning behind such decisions.

While LifeLine AI operates with transparency as a guiding principle, decisions regarding the inclusion or exclusion of User-Provided Assets are made solely to protect the company's interests and uphold the integrity of its offerings.

16.6 Acknowledgment of Experimental Context

Participants acknowledge that the Proof of Concept (POC) program is an experimental initiative designed to test and evaluate LifeLine AI's services. As such:

- Reviews, ratings, and feedback provided by participants during the POC period will not be treated as definitive evaluations of the final product or service offerings.

Participants waive any right to claim reputational harm based on their participation in the POC program, provided that LifeLine AI acts in accordance with the terms of this agreement.

16.7 Limitation of Liability

LifeLine AI disclaims liability for any reputational damage, disputes, or misunderstandings arising from the content or interpretation of User-Provided Assets. Participants agree to indemnify and hold harmless LifeLine AI from any claims or disputes relating to User-Provided Assets, provided that LifeLine AI complies with this agreement in good faith.

Part 2: Modification to Existing Clauses

In this section, we outline specific adjustments and clarifications to the existing clauses of the LifeLine AI User Agreement to accommodate the unique nature of our Proof of Concept (POC). These modifications ensure that both LifeLine AI and the Participants clearly understand their respective rights and responsibilities under this special arrangement. By addressing aspects such as service provision, term duration, payment terms, intellectual property, and limitations of liability, we aim to maintain the integrity of the original agreement while adapting it to the experimental context of the POC.

These changes not only facilitate a smooth evaluation process but also uphold LifeLine AI's commitment to transparency and participant engagement. As we evaluate our offerings, these tailored amendments pave

the way for a more meaningful and mutually beneficial experience for all involved.

1. Services Provided

1.1 LifeLine AI Subscription Services

LifeLine AI provides a subscription-based AI-driven individual consultancy service (the “Subscription Service”) designed to assist clients in achieving their personal and professional goals. Services are primarily email-based exchanges that include tasks tailored to the subscriber and support for consistent progress.

Subscription Features (Standard Clients):

Session Convention Rate: Subscribers benefit from a preferred rate when purchasing additional one-on-one Traditional Consultancy Sessions alongside their Subscription Service. This rate is provided as a cost-effective option to encourage further engagement and support.

Renewal Price Freeze: Clients who opt for a six-month subscription are eligible for a renewal price freeze, meaning the subscription renewal rate remains fixed at the initial purchase rate for the next six-month renewal period, regardless of any price increases. Monthly subscribers do not receive a renewal price freeze and will be subject to the prevailing subscription rate at each renewal.

POC Modifications:

- POC participants will receive complimentary access to the Subscription Service for the offered time, limited to the Launching Season Area of Improvement, as defined in the Proof of Concept Amendment.
- Renewal price freeze does not apply to POC participants. If participants choose to continue as paying clients after the POC period, they will transition to standard subscription terms and pricing.

1.2 Traditional Consultancy Sessions

In addition to subscription services, LifeLine AI offers traditional one-on-one consultancy sessions with approved consultants. These may be purchased as single sessions or in a bundle to complement the Subscription Service and provide real-time support for challenges in life areas such as personal finance, relationships, and career growth, among others.

POC Modifications:

- POC participants will receive two (2) complimentary Traditional Consultancy Sessions during the POC period.
- POC participants will also be provided with two (2) discount coupons for 50% off and four (4) discount coupons for 40% off subsequent sessions. Coupons apply to full rates only.
- After all coupons are utilized, the standard preferential rate for subscription clients will apply to additional sessions.
- Complimentary sessions and discount coupons are non-transferable, non-exchangeable for monetary value, and must be used within the POC period.

1.3 Combination of Services

Both Subscription Services and Traditional Consultancy Sessions aim to address a client's personal development needs by leveraging a blend of AI and human expertise for goal attainment across defined areas of improvement. They operate in tandem for enhanced results.

POC Modifications:

- POC participants' access to Subscription Services and Traditional Consultancy Sessions is limited to the scope and terms defined in the POC Amendment.
- Access beyond the complimentary scope during or after the POC period will require adherence to standard subscription pricing or preferential rates, as applicable.

1.4 Proof of Concept Participants**1.4.1 Complimentary Access:**

Proof of Concept (POC) participants will receive complimentary access to LifeLine AI's Subscription Services for six months, limited to the Launching Season Area of Improvement.

1.4.2 Traditional Consultancy Sessions and Coupons:

- POC participants will receive two (2) complimentary Traditional Consultancy Sessions during the POC period.
- Additionally, participants will be granted two (2) discount coupons for 50% off and four (4) discount coupons for 40% off

subsequent consultancy sessions. Coupons apply to full rates only.

- Any additional sessions beyond the complimentary and discounted allotment will be billed at the standard preferential rate available to subscription clients.

1.4.3 Participant Obligations:

- Complimentary access and benefits are contingent upon participants fulfilling their obligations as outlined in the Proof of Concept Amendment. These obligations include active engagement, providing feedback, and maintaining confidentiality.
- Failure to meet these obligations may result in the termination of complimentary access, as determined by LifeLine AI.

1.4.4 Transition to Standard Terms:

- Upon completion of the POC period, participants who wish to continue with LifeLine AI services must transition to standard client terms as outlined in this Agreement.

1.4.5 Limitation of Scope:

- POC participants acknowledge that complimentary access is limited to specific services and does not extend to all offerings provided by LifeLine AI.

2. Term and Renewal

2.1 Fixed Term for POC Participants and Transition Process

The Term of consultancy, at least estimated, is different from the POC term. For POC participants, the Agreement term begins on the date of acceptance into the Proof of Concept (POC) campaign and continues for a fixed term of six (6) months, after which the subscription will terminate unless the participant transitions to standard client terms. No automatic renewal applies to POC subscriptions.

Upon termination of the POC subscription a transition to paid subscription must be required Clause 2.4 of this section.

Discovery Phase for New Areas of Improvement:

- If participants choose to pursue a new area of improvement, they will need to undergo the discovery phase specific to that area.
- Tasks completed during the prior POC or subscription will not need to be repeated, ensuring efficiency and continuity of effort.

Term of Consultancy:

- The duration of consultancy services associated with any subscription will be distinct from the fixed term of the POC subscription.
- The consultancy term will vary depending on the number and complexity of characteristics triggered in the Diagnostic, with a focus on tailoring the service to meet individual improvement needs.

2.2 Complimentary Subscription Access

During the Proof of Concept period, participants will receive complimentary access to LifeLine AI's Subscription Services for six (6) months. Complimentary access is limited to the Launching Season Area of Improvement and does not extend to other areas of improvement unless specified by LifeLine AI.

2.3 Termination During POC

LifeLine AI reserves the right to terminate the subscription of any POC participant before the six-month term if the participant:

- Fails to meet the engagement requirements outlined in the POC Amendment.
- Breaches the confidentiality obligations or other terms defined in the Agreement or POC Amendment.
- Engages in any behavior deemed harmful or non-compliant with the objectives of the Proof of Concept campaign.

2.4 Transition to Paid Subscription

At the conclusion of the Proof of Concept period, participants who wish to continue accessing LifeLine AI services must transition to a paid subscription under the standard terms and pricing outlined in the User Agreement. Participants will receive communication regarding subscription options prior to the end of the POC period.

- Participants wishing to continue services must purchase a new subscription plan.
- During the purchase process, participants must attach their existing user ID to ensure the technological infrastructure integrates seamlessly

with the existing flow of information, avoiding the generation of duplicate records.

- While the flow of information will be preserved, acceptance of a new Service Agreement will be required to establish the contractual basis for the new subscription.

3. Fees and Payment Terms

3.1 Waiver of Fees for POC Participants

During the Proof of Concept period, subscription fees are waived for participants. However, if participants choose to access additional services outside the complimentary offerings or apply discount coupons (e.g., 50% or 40% off), the applicable fees will be billed at the discounted rate.

Note: Pro-Rated Refund Eligibility applies exclusively to fully paid subscriptions or sessions. Discounts, coupons, or promotional incentives provided to participants, including those under the POC framework, are non-refundable. Sessions purchased using preference rates (e.g., discounted rates provided via POC coupons) may qualify for refunds at LifeLine AI's discretion.

3.2 Payment for Additional Services

POC participants may access additional services beyond the complimentary allocation provided during the Proof of Concept period. Payments for such additional services will be required in advance, as outlined in the pricing terms applicable to standard subscribers, minus any provided discounts (e.g., 50% or 40% coupons).

3.3 Refund Policy for POC Participants

Since the Proof of Concept period provides complimentary subscription access, no refund requests will be applicable to waived fees. However, for any payments made for additional services, participants will be eligible for refunds only in cases where LifeLine AI is unable to deliver the paid service. Refunds will not be issued for dissatisfaction with services rendered, as the POC period is experimental in nature.

3.4 Participant Obligations and Non-Monetary Consideration

In exchange for the waived fees, participants agree to actively engage with LifeLine AI's services, fulfill the obligations outlined in the Proof of Concept Amendment (e.g., providing feedback, attending sessions, and completing surveys), and maintain adherence to the confidentiality and intellectual

property provisions. Failure to meet these obligations may result in termination of the POC subscription.

4. Refund Policy – POC-Specific Provisions

4.1 Waiver of Refund Rights

4.1.1 No Refunds for Complimentary Services

Participants in the Proof of Concept program acknowledge that services are provided free of charge during the program period. Accordingly, no refunds will be issued for services provided under the POC program.

4.1.2 Experimental Nature of Services

Participants understand and agree that the Proof of Concept is conducted as an experimental initiative to improve LifeLine AI's offerings. No warranties or guarantees are made regarding specific outcomes.

4.2 Feedback as a Remedy for Dissatisfaction

4.2.1 Obligatory Feedback Participation

In cases of dissatisfaction with services provided during the Proof of Concept period, participants agree to provide constructive feedback through designated channels, including:

- Feedback sessions (up to two).
- Written submissions on lessons learned or improvement suggestions.

LifeLine AI will review all feedback and make reasonable efforts to tailor subsequent services during the POC to address participant concerns.

4.2.2 Remedy for Significant Service Gaps

If a participant identifies significant gaps in service delivery during the POC period, LifeLine AI may, at its sole discretion, offer the following remedies:

- Additional free consultancy sessions to address unmet needs.
- Personalized adjustments to the participant's diagnostic plan or action items.

4.3 Limitation of Remedies

LifeLine AI's sole obligation to participants during the Proof of Concept period is to provide the complimentary services outlined in this Agreement. No monetary remedies, refunds, or subscription credits will be provided.

4.4 Termination of Participation

If a participant expresses sustained dissatisfaction with the services provided during the Proof of Concept and reasonable remedies fail to address concerns, LifeLine AI reserves the right to terminate the participant's access to the POC program. Participants also retain the right to withdraw from the

program at any time, with no further obligations beyond what has already been completed.

6. Intellectual Property and Confidentiality

6.1 Ownership of Intellectual Property

LifeLine AI retains exclusive ownership of all proprietary content, tools, methodologies, data models, and materials (“LifeLine Content”) provided to the Client, including any adaptations or contextualization made for the Proof of Concept (“POC”) Participants. Participants acknowledge that all LifeLine Content provided under the POC program remains the exclusive property of LifeLine AI and must not be reproduced, shared, or repurposed in any way outside the scope of the POC program.

6.2 Usage Restrictions and Compliance

POC Participants agree not to reproduce, distribute, publish, or otherwise use any LifeLine Content beyond their participation in the program. POC Participants further agree to:

- Refrain from utilizing LifeLine Content for any commercial purpose, research, or reverse engineering efforts.
- Recognize that all LifeLine Content shared during the POC program is strictly for evaluation purposes and is protected under this Agreement.

Failure to comply with these restrictions will result in immediate termination of POC participation and potential legal action.

6.3 User Feedback

Feedback, insights, or suggestions provided by POC Participants are considered non-confidential but subject to the Non-Disclosure Agreement (NDA) signed as part of their obligations. Participants acknowledge that:

- Any feedback shared during the POC program becomes the intellectual property of LifeLine AI.
- LifeLine AI reserves the right to utilize this feedback to enhance its services without any obligation to compensate or attribute credit to Participants.
- POC feedback, whether verbal, written, or submitted through surveys, must not include sensitive or proprietary information about the Participants or third parties.

6.5 Confidentiality Obligations

Both Parties agree to treat all non-public information exchanged during the POC program as confidential. For POC Participants:

- All proprietary information, strategies, tools, and methodologies shared during the POC program will be considered confidential and must not be disclosed to third parties under any circumstances.
- Participants are required to sign an NDA upon enrollment in the POC program, ensuring:
 - That they will not share feedback, insights, or experiences publicly without prior written consent from LifeLine AI.
 - That they will safeguard any materials provided during the POC program.
 - That they are free from a interest conflict perspective by filling a *Conflict of Interest Disclosure Questionnaire* with the minimum enterprise understanding (available in LifeLine AI public website)

Failure to uphold these confidentiality obligations may result in termination of the POC agreement and legal action.

6.6 Enforcement and Remedies for Misuse

The misuse of LifeLine Content or breach of confidentiality by POC Participants may result in Immediate termination of the Participant's access to the POC program and all related services.

Legal remedies, include:

- Injunctions to prevent further misuse of LifeLine Content.
- Financial recovery of damages incurred by LifeLine AI due to breaches.

Forfeiture of any discounts, complimentary services, or benefits extended during the POC.

6.7 Indemnification

Participants agree to indemnify, defend, and hold harmless LifeLine AI from any claims, losses, costs, damages, or liabilities (including legal fees) arising out of:

- Unauthorized use, reproduction, or distribution of LifeLine Content.
- Breach of the NDA or confidentiality obligations by Participants.

This indemnification obligation extends beyond the conclusion of the POC

program and survives termination of the agreement.

6.8 Penalties for Breach

Participants acknowledge liability for financial damages resulting from breaches of LifeLine AI's intellectual property rights or confidentiality obligations. Penalties may include:

- Compensatory damages equivalent to the value of proprietary content misused.
- Legal fees and costs incurred by LifeLine AI in enforcing this Agreement.
- Loss of access to any ongoing or future services with LifeLine AI.

7. Limitations of Liability and Warranties

7.1 Subscription Success Guarantee

For POC participants, the subscription success guarantee is not applicable due to the complementary nature of the program. Participants acknowledge that the POC services are provided as part of a testing initiative, and their primary objective is to evaluate the effectiveness of LifeLine AI's offerings rather than guarantee defined success criteria.

Participants waive any claims to monetary refunds under this clause, as the services are provided free of charge. Feedback provided during the program will be used to refine and enhance the service for future offerings.

7.2 Traditional Consultancy Sessions

Traditional consultancy sessions offered under the POC program are provided **complimentary** and are therefore **not eligible** for the refund or success guarantee outlined in this Article. These sessions are experimental in nature, intended to gather insights into LifeLine AI's service delivery, and are not subject to any warranties of specific outcomes.

7.3 No Other Warranties

All services provided under the POC program are offered on an "as-is" and experimental basis. No warranties, whether express or implied, are extended to POC participants. LifeLine AI specifically disclaims all implied warranties, including but not limited to fitness for a particular purpose, merchantability, or specific service outcomes.

Participants acknowledge that the purpose of the POC program is to test and improve service offerings, and any reliance on the services provided during this period is undertaken at the participant's own risk.

7.4 Limitations of Liability

For POC participants, LifeLine AI's liability is limited to zero monetary compensation, as no fees are charged for participation in the program. Participants further agree that LifeLine AI shall not be liable for any:

- Loss of data, revenue, or profits.
- Emotional distress, reputational harm, or loss of opportunity.
- Negative experiences or unmet expectations related to the experimental services provided.

This limitation applies specifically to the POC services, as they are provided without charge and for testing purposes only.

7.5 Exclusive Remedy

For POC participants, no monetary remedies or refunds are available. The sole remedy for dissatisfaction with services during the POC program is the right to withdraw participation. LifeLine AI reserves the right to evaluate participant feedback and engagement levels to determine additional remedies on a **case-by-case basis**, which may include early termination of access to POC services.

7.6 Fraudulent Claims

For POC participants, any intentional misrepresentation of feedback or engagement in behavior designed to harm LifeLine AI's reputation may result in immediate termination of access to the POC program. LifeLine AI reserves the right to pursue legal remedies for damages caused by the misuse of proprietary materials or false claims made about the program's performance.

7.7 Experimental Nature Disclaimer

Participants explicitly acknowledge that the services provided under the POC program are experimental. The program's primary goal is to assess and refine LifeLine AI's offerings based on participant engagement and feedback.

Due to this experimental context:

- Participants waive all claims related to service guarantees, warranties, or liabilities outlined in the original User Agreement.
- Participants understand that their engagement in the POC program is not indicative of the finalized quality, functionality, or outcomes of LifeLine AI's full-service offerings.

8. User Responsibilities and Conduct

The "Restriction on Experience Documentation" clause has been updated for

POC participants:

General Restriction on Experience Documentation

The general restriction applies to all users except POC participants, as outlined below.

POC Participant Adjustments

POC participants are permitted to document and publicly share aspects of their experiences with LifeLine AI services only when:

- The documentation is directly aligned with the POC's objectives and purpose.
- LifeLine AI provides prior written consent and materially approves the content.

Exemptions Do Not Waive Other Obligations

POC participants remain bound by all other confidentiality and intellectual property obligations, including restrictions on sharing proprietary materials or methodologies.

Scope of Documentation Flexibility: The flexibility provided to POC participants under this Amendment is strictly limited to authorized documentation of experiences. Participants acknowledge that any unauthorized disclosures or misrepresentations of LifeLine AI services, even under the POC program, are prohibited and subject to the consequences outlined in Article 7 of Part 1 of this Amendment.

Termination of Flexibility After POC Completion

The exemption from documentation restrictions ceases to apply upon the conclusion of the Proof of Concept period. Any further documentation or public sharing of experiences must comply with the general restrictions outlined in the original User Agreement.

9. Indemnification

Indemnification for Unauthorized Use of Client Data

LifeLine AI agrees to indemnify POC Participants for any claims arising from the unauthorized use of their data within the service's operations. However, as part of the POC, participants acknowledge and consent to the use of

anonymized, aggregated feedback data specifically to improve LifeLine AI's services and evaluate POC results.

This indemnification is limited to claims directly attributable to LifeLine AI's breach of its obligations, excluding scenarios where POC Participants fail to fulfill their responsibilities under the amendment or the User Agreement.

Indemnification for Participant Misuse

POC Participants agree to indemnify, defend, and hold harmless LifeLine AI, its affiliates, officers, directors, employees, and agents against any claims, liabilities, damages, or expenses arising out of or related to:

- The Participant's misuse of LifeLine AI's proprietary content, methodologies, or materials.
- The Participant's breach of this Agreement or the POC Amendment, including unauthorized sharing or publication of LifeLine AI's content.
- The Participant's failure to comply with confidentiality or intellectual property clauses during or after the POC.

Third-Party Claims Arising from Participant Actions

POC Participants agree to indemnify LifeLine AI against any claims or demands made by third parties due to:

The Participant's unauthorized use of LifeLine AI's services or data.

Non-compliance with the Participant obligations outlined in the POC Amendment.

Mutual Indemnification Adjustments for POC Context

LifeLine AI will indemnify POC Participants for third-party claims to the extent these claims result from LifeLine AI's:

- Unauthorized use or disclosure of the Participant's data beyond the defined purposes of the POC.
- Breach of the Agreement or applicable privacy laws.
- POC Participants acknowledge that this mutual indemnification does not apply where their actions (e.g., sharing confidential information or violating this Amendment) contribute to the claim.

9.1 Scope of Indemnification (Aligned with POC Goals)

The definition of “claims” is expanded for POC purposes to include liabilities, losses, damages, judgments, settlements, fines, penalties, and reasonable legal fees directly related to participant feedback, experimental outcomes, or confidentiality breaches occurring during the POC.

12. Termination

12.1 Natural Termination

Defines termination conditions upon subscription expiration or consultancy goal completion. For POC Participants specific provisions could define termination under two circumstances:

a. If the POC free subscription period ends before the consultancy time:

Participants may extend their subscription at the ordinary rate or use the preference fee for an additional six months. Financial aid is not applicable due to the terms of the POC framework.

b. If the consultancy time ends before the POC free subscription period:

Consultancy is deemed terminated. Remaining subscription time can be used in one of the following ways:

1. Selecting a new area of improvement, subject to availability.
 - If an area of improvement is not available the user could enlist himself into a waiting list and pause the subscription running time through then. Adding to area of Improvement listings could be done in: <https://lifelineai.us/enlist>
2. Amplifying characteristics within the existing diagnostic by manual selection, relevance score adjustments or boundary triggers modifications.
3. Amplify tasks assignment by adjusting directness rate in content setup.

LifeLine AI may offer **one complimentary session** to explore these options scope, with potential additional sessions charged separately.

12.4 Pro-Rated Refund Eligibility

Refunds for unused subscription time or sessions apply only to fully paid

subscriptions or sessions. Sessions or subscriptions obtained through discounts, promotional incentives, or the POC campaign are non-refundable. However, sessions purchased at preference rates may qualify for refunds based on LifeLine AI's discretion.

13. Miscellaneous

13.1 Product Issue Resolution and Support Resources

LifeLine AI enables an additional contact channel to handle any concerns or enhancement opportunities regarding the POC subscription nature to flexibility and constant improvement.

- Preferred contact is setted by email at: camilo@lifelineai.us communicating directly to LifeLine AI Customer Success Manager.
- Cases to use this channel are going to be at the discretion of the user and specific situations could be redirected to a better suited channel.

14. Cancellation Policy for Proof of Concept (POC) Participants

14.5 Cancellation by POC Participants

POC participants may cancel their subscription or service engagement at any time under the following terms:

14.5.1 No Financial Loss Aversion (Free Service)

- As POC participants receive complimentary access, no monetary refunds or compensations are applicable upon cancellation.
- POC participants agree that the service is experimental, and LifeLine AI provides its value upfront in exchange for participant feedback and engagement as outlined in the POC terms (see Proof of Concept Amendment).

14.5.2 Session for Cancellation Understanding

Before cancellation is finalized, POC participants must attend a Cancellation Understanding Session, where they will:

- Provide feedback on their experiences with LifeLine AI services.
- Discuss their reasons for cancellation to evaluate areas for service improvement.
- Clarify any remaining obligations under the POC agreement (e.g.,

confidentiality, reviews, ratings, recommendations, etc.).

While most obligations under the POC agreement, such as comprehensive feedback or final deliverables, must be clarified at the final stages of the consultancy—when tangible results and demonstrable outcomes are evident—certain elements, such as ratings, recommendations, or success stories, may be fulfilled earlier if sufficient evidence of positive change or value is available.

To address any request for the early delivery of obligations, participants must submit a written disclosure for evaluation, ensuring that such requests align with the established service framework and ethical guidelines.

- This session ensures mutual clarity, upholds transparency, and confirms the completion of compensation obligations for both parties.

14.5.3 Compensation for Cancelled POC Subscriptions

Given the imbalance of perceived value (initial discovery phase workload compared to feedback delivered at the consultancy wrapup), LifeLine AI may consider a **fair monetary compensation** for cancellations under certain circumstances:

- **Fairness Evaluation:** Compensation is based on the degree to which the participant has fulfilled their POC obligations. LifeLine AI may deduct the economic value of the consultancy already provided.

Compensation Methodology:

By accepting this Amendment, users of Proof of Concept declare to accept the following **valuation of offered services** as part of the deal as well as **POC participant obligations valuation** crafted only for conflict resolution purposes.

Subscription Grant and workload basis.

Item	Valuation
Partnering and POC accountant charge	\$500
6 months subscription totally free*	\$594

2 free sessions	\$198
2 coupons for 50% off sessions	\$99
4 coupons for 40% off sessions	\$119
Total	\$1.549

Counterpart **valuation of User obligations (Enterprise perceived value)** to compensate for the POC Subscription and partnering process.

Item	Valuation
1 Session to ask questions regarding your profile	\$100
2 Sessions to ask questions regarding the experience	\$600
1 Website Feedback	\$50
1 Review	\$129
1 Success Story	\$400
1 Recommendations	\$200
NPS Surveys	\$50
Follow our social media accounts	\$20

Total	\$1.549
--------------	----------------

Compensation methodology is set by comparing advances in the delivery by both sides of the deal. The compensatory value delivered by the participant, and the subscription advance in a proper cost consume basis such as the example shown:

If the participant has not met the required compensation obligations, a monetary invoice for the unmet portion may be issued. The invoice value should not exceed the standard rate for equivalent services in a paid subscription.

Example Calculation:

- If a participant has received \$500 worth of services but has only provided feedback worth \$250 (based on fulfillment of POC obligations), LifeLine AI may invoice the participant for the remaining \$250.

14.5.4 Non-Proration of (POC) Subscription Period

Non-Proration of Subscription

The 6-month complimentary subscription provided as part of the Proof of Concept (POC) initiative is non-proratable under any circumstances, including early termination or voluntary cancellation by the participant.

Operational Effort Front-Loading

Participants acknowledge that the majority of the operational effort required to deliver LifeLine AI's services occurs at the inception of the subscription, specifically:

- Conducting a comprehensive and robust diagnostic interview.
- Processing and analyzing the interview data into personalized scores.
- Designing a tailored Diagnostic Frame aligned to chosen success criteria.
- Crafting an individualized action plan to guide the participant's improvement journey.

These activities, which constitute approximately 80% of the total operational effort for the 6-month subscription, are performed during the initial onboarding phase and delivered upfront to the participant.

Effort Allocation Across Subscription Period

The remaining 20% of the operational effort involves ongoing tasks, such as delivering automated email content, maintaining participant engagement, and providing scheduled updates and deliverable analysis or support. While these tasks are essential, their effort and resource demands are significantly lower compared to the upfront work completed at the start of the subscription.

No Refund or Compensation for Early Termination

Due to the front-loaded nature of the service delivery, the value of the 6-month subscription is fully realized once the Diagnostic Frame, action plan, and initial services have been delivered. Therefore:

- No prorated refunds, financial compensation, or equivalent value will be provided for unused subscription time.
- This includes instances where the participant voluntarily cancels or disengages from the subscription prior to the end of the 6-month period.

Fairness and Transparency

- LifeLine AI emphasizes that this policy is implemented to reflect the true value of its services, ensuring fairness for both parties.
- Participants are encouraged to make full use of the action plan and services provided throughout the entire subscription period to maximize the benefits of the Proof of Concept initiative.

14.5.5 Effect of Cancellation by POC Participants

Upon cancellation:

- Access to LifeLine AI's services will terminate immediately, with no further sessions, tools, or content provided.
- Any unfinished sessions or feedback obligations will be deemed unfulfilled, and LifeLine AI retains the right to request fair compensation for the incomplete obligations.

14.5.6 Exemptions from Refund Policy

POC participants are expressly exempt from the refund policies outlined in Section 4. As their subscription is provided on a complimentary basis, all cancellations are final, and POC participants are not eligible for pro-rated refunds or any monetary reimbursement.

14.5.7 Time Bound Naturality of compensation items.

User Obligations couldn't be forced to deliver due to their nature of time bound for quality purpose, legitimacy and value to be used by LifeLine AI

14.6 Non-Disparagement Clause

14.6.1 Protection of Reputation

Upon cancellation of a Proof of Concept (POC) subscription or application of the compensation clause outlined in Section 14.5, the Client agrees not to make or publish any false, misleading, or disparaging statements about LifeLine AI, its services, employees, or business practices.

This includes statements made through any medium, including but not limited to verbal communication, written correspondence, social media platforms, online reviews, or public forums.

14.6.2 Feedback and Resolution Process

If the Client has concerns regarding the cancellation process or the compensation clause, they are encouraged to address these through LifeLine AI's Customer Resolution Process by contacting support@lifelineai.us. LifeLine AI is committed to resolving concerns in good faith before public commentary is made.

14.6.3 Breach of Non-Disparagement Clause

In the event of a breach of this clause, LifeLine AI reserves the right to pursue appropriate remedies, which may include:

- Legal action to recover damages caused by the disparaging statements.
- Formal requests for the retraction or removal of the false or harmful statements.
- Suspension of any remaining benefits or services if the breach occurs before the end of the billing period.

14.6.4 Permitted Communications

This clause does not prevent the Client from:

- Providing constructive feedback directly to LifeLine AI for the purpose of improving services.
- Expressing opinions that are fair, accurate, and based on their genuine experience with the service.
- Complying with legal obligations, including court orders or regulatory reporting requirements.

14.6.5 Public Neutrality Agreement

To ensure the integrity of LifeLine AI's reputation, the Client agrees that, post-cancellation, any public communication regarding LifeLine AI or its services will be neutral or constructive.

If requested by LifeLine AI, the Client will provide a statement clarifying their experience and confirming that the cancellation was resolved in accordance with the agreed terms.

14.6.6 Confidentiality of Compensation Discussions

Any discussions or agreements related to the compensation for canceled POC subscriptions are considered confidential. The Client agrees not to disclose the terms, amounts, or nature of the agreement to third parties without prior written consent from LifeLine AI, except as required by law.

The modifications outlined in this section shall take immediate effect upon execution of this Amendment and shall supersede any conflicting provisions in the original Agreement. Both parties acknowledge and agree to the updated terms as stated herein.

Part 3: General Provisions

1. Entire Agreement

This Amendment, along with the original Agreement, represents the entire understanding between the Client and LifeLine AI concerning the matters addressed herein. All other provisions of the original Agreement remain in full force and effect unless expressly modified by this Amendment.

2. Governing Law

This Amendment shall be governed by and construed in accordance with the laws of Wyoming, without regard to its conflict of law principles.

3. Severability

If any provision of this Amendment is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

4. Execution

This Amendment may be executed electronically or in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Acknowledgment and Agreement

By signing below, both parties agree to the terms and conditions of this Amendment and confirm their understanding and acceptance of the modifications outlined above.

Authorized Signatures

Signing Date

[DATE]

Disclosing Party**LifeLine AI LLC**

[SIGNATURE]

Luis Carlos Rodríguez, CEO

Receiving Party**POC Participant**

[SIGNATURE]

[Name and Title]

LifeLine AI reserves the right to further amend this Agreement as necessary, provided reasonable notice is given to the Client in accordance with the provisions outlined in Section 13 of the original Agreement.