

LICENSE AGREEMENT FOR EMTelligent® ANCILLARY SOFTWARE AND DATA
VERSION No. 08.25.2024

PLEASE CAREFULLY READ THIS AGREEMENT BEFORE DOWNLOADING, INSTALLING, OR USING ANY EMTelligent ANCILLARY SOFTWARE OR DATA. THIS AGREEMENT IS A BINDING CONTRACT THAT GOVERNS USE OF EMTelligent ANCILLARY SOFTWARE AND DATA AND RELATED ITEMS AND SERVICES, EXEMPTS EMTelligent SOLUTIONS LTD. AND OTHER PERSONS FROM LIABILITY OR LIMITS THEIR LIABILITY, SPECIFIES THE PROCESS AND JURISDICTION FOR RESOLUTION OF DISPUTES, AND CONTAINS OTHER IMPORTANT PROVISIONS.

BY DOWNLOADING, INSTALLING, OR USING ANY EMTelligent ANCILLARY SOFTWARE OR DATA, YOU ACKNOWLEDGE AND SIGNIFY THAT YOU HAVE READ, UNDERSTAND, AND AGREE, ON YOUR OWN BEHALF AND ON BEHALF OF ANY PERSON YOU REPRESENT, TO THIS AGREEMENT WITHOUT LIMITATION OR QUALIFICATION. IF YOU OR ANY PERSON YOU REPRESENT DO NOT ACCEPT AND AGREE TO THIS AGREEMENT, THEN YOU MAY NOT DOWNLOAD, INSTALL, OR USE ANY EMTelligent ANCILLARY SOFTWARE OR DATA. UNAUTHORIZED ACCESS TO OR USE OF EMTelligent ANCILLARY SOFTWARE OR DATA IS STRICTLY PROHIBITED.

1. Introduction

- 1.1 **Background:** Emtelligent Solutions Ltd. (“**Emtelligent**”) provides authorized customers with access to and use of proprietary licensed software applications and proprietary online services designed to be used to turn volumes of unstructured patient data into succinct, structured, searchable patient data and to generate output from patient data using proprietary artificial intelligence tools (each an “**Emtelligent Solution**”). Emtelligent also distributes or makes available to certain authorized customers: proprietary licensed ancillary software applications (including client applications and software development kits) designed to be used by the customer to facilitate the customer’s authorized use of Emtelligent Solutions (collectively “**Ancillary Software**”); and electronic records and data (including structured or semi-structured data and database structures) designed to be used by the customer to facilitate the customer’s authorized use of Emtelligent Solutions (collectively “**Data**”).
- 1.2 **Customer’s Acceptance of this Agreement:** This License Agreement for Emtelligent® Ancillary Software and Data (this “**Agreement**”) governs the downloading, installation, and use of Ancillary Software and Data and related matters. Ancillary Software and Data may not be downloaded, installed, or used except by or on behalf of a specific, named customer organization that: is expressly authorized by Emtelligent to access and use Ancillary Software and Data; and has accepted and agreed to this Agreement. By checking a box or clicking to accept or agree to this Agreement (whether before downloading Ancillary Software or Data or at any other time), or by downloading or installing any Ancillary Software or Data, the individual who does any of those actions: represents and warrants that they are lawfully authorized by the customer organization they represent (“**Customer**”) to accept and agree to this Agreement on behalf of Customer; and confirms Customer’s acceptance and agreement to this Agreement. If Customer does not unconditionally accept and agree to this Agreement, or if the individual downloading or installing Ancillary Software or Data is not lawfully authorized by Customer to unconditionally accept and agree to this Agreement on behalf of Customer, then Customer (and its representatives) may not download or install any Ancillary Software or any Data. In the remaining provisions of this Agreement, “**Party**” means each of Emtelligent and Customer (as applicable), and “**Parties**” means collectively Emtelligent and Customer.
- 1.3 **Definitions:** In this Agreement, the following terms have the following meanings and other capitalized terms have the meanings set out or referenced elsewhere in this Agreement: “**Documentation**” means written or electronic user manuals, developer

guidelines, and other technical documentation regarding Ancillary Software or Data, and all updates to or new versions of the documentation, that Emtelligent provides or makes available to Customer from time to time pursuant to this Agreement; “**SDK Application**” means a software application created by Customer using Ancillary Software that is expressly designated a “software development kit”; “**Services**” means all services relating to Ancillary Software or Data provided by Emtelligent to or for the benefit of Customer pursuant to this Agreement; and “**Solution Agreement**” means a valid and subsisting written agreement (e.g., a software license agreement, a subscription agreement, or a trial/evaluation agreement) between the Parties pursuant to which Customer is licensed or authorized to use an Emtelligent Solution.

- 1.4 **Other Agreements:** This Agreement is in addition to all other written agreements (including confidentiality/non-disclosure agreements and Solution Agreements) between the Parties (collectively the “**Other Agreements**”). Notwithstanding any provision to the contrary in any Other Agreement, and except as prohibited by applicable law, if there is any conflict or inconsistency between this Agreement and any Other Agreement, then this Agreement will take priority and govern regarding the subject matter of this Agreement.

2. Ancillary Software, Data, and Documentation

- 2.1 **Ancillary Use Only:** Notwithstanding any other provision of this Agreement, and for greater certainty, Customer will download, install, and use Ancillary Software, Data, Documentation, Services, and SDK Applications for the sole purpose of facilitating Customer’s use of applicable Emtelligent Solutions in accordance with applicable Solution Agreements and in accordance with the restrictions and requirements set out in this Agreement.

- 2.2 **License Grant:** Subject to the provisions of this Agreement, Emtelligent grants to Customer a non-exclusive, personal to Customer, non-sublicensable, non-transferable, non-assignable, restricted, and limited license during the term of this Agreement to download, install, and use Ancillary Software, Data, and Documentation for the sole purpose of facilitating Customer’s use of applicable Emtelligent Solutions in accordance with applicable Solution Agreements (the “**License**”). If Ancillary Software is made available to Customer in object-code (machine-readable) version only, then the License applies only to the object-code (machine-readable) version of the Ancillary Software (i.e., not to any source code of the Ancillary Software). For greater certainty, Customer may download, install, and use only Ancillary Software and Data that is designated for use with an Emtelligent Solution that Customer is expressly authorized to use pursuant to a Solution Agreement.

2.3 Restrictions/Requirements

- (a) **General:** Customer will not, directly or indirectly: download, access, use, disclose, distribute, make available, or provide or permit access to or use of, any Ancillary Software, any Data, any Documentation, any Service, or any SDK Application except as expressly permitted by this Agreement; except as expressly set out in section 2.4, copy or reproduce (except to install a reasonable number of copies of Ancillary Software, Data, Documentation, and SDK Applications on computers and back-up devices owned or used exclusively by Customer), translate, modify, adapt, enhance, or improve any Ancillary Software, any Data, any Documentation, or any SDK Application, create derivative works (including any other software) from any Ancillary Software, any Data, any Documentation, or any SDK Application, or merge, embed, or combine any Ancillary Software, any Data, any Documentation, or any SDK Application with any other software or materials; reverse engineer, disassemble, decompile, convert into human-readable form, or otherwise attempt to access or derive the source code of any Ancillary Software that is made available to Customer in object-code (machine-readable) version only, or the underlying logic, methods, or processes used in any Ancillary Software that is made available to Customer in object-code (machine-readable) version only; license, sublicense, grant, sell, resell, lend, rent, lease, loan, share, transfer, transmit, assign, pledge, publish, publicly display or perform, disclose, distribute, create any interest in, or

otherwise give or make available or permit the use of, any Ancillary Software, any Data, any Documentation, or any SDK Application by or to or for the benefit of any other person, whether as a service bureau or otherwise, and with or without charge; alter, attempt to circumvent, destroy, obscure, or remove any notices (including trademark and copyright notices), proprietary codes or locks, means of identification, technological protection measures, digital rights management tools, rights management information, security or control measures, or agreements on, in or in relation to any Ancillary Software, any Data, any Documentation, or any SDK Application, or any technical restrictions or limitations in any Ancillary Software, any Data, any Documentation, or any SDK Application; use any Ancillary Software, any Data, any Documentation, or any SDK Application in a way that damages, disrupts, compromises, degrades, or interferes with the integrity, functionality, operation, performance, results, or security of any Ancillary Software, any Data, any Documentation, any SDK Application, any Emtelligent Solution, any Service, or any other system, network, device, or data; or permit, assist, or encourage any other person to do any of the foregoing in this section 2.3(a) or use any Ancillary Software, any Data, any Documentation, any Service, or any SDK Application in a way that would constitute a breach of this Agreement if done by Customer. Customer will use commercially reasonable efforts to protect all Ancillary Software, all Data, all Documentation, and all SDK Applications in Customer's possession or control against unauthorized access, copying, distribution or use.

- (b) **Specific:** Without limiting section 2.3(a) or any other provision of this Agreement:
 - (i) Customer will comply with the restrictions specified in writing by Emtelligent regarding the installation and use of Ancillary Software, Data, Documentation, and SDK Applications, including: the specific modules, features, or functionalities of Ancillary Software or SDK Applications that may be used by or on behalf of Customer; the manner in which Data may be used by or on behalf of Customer; the maximum number of instances of Ancillary Software or SDK Applications that may be installed and used by or on behalf of Customer; the maximum number of individuals who may use Ancillary Software, Data, Documentation, or SDK Applications on behalf of Customer; and the locations where Ancillary Software, Data, Documentation, or SDK Applications may be installed and used by or on behalf of Customer.
 - (ii) Customer will not use, or authorize or permit any other person to use, any Ancillary Software, any Data, any Documentation, any Service, or any SDK Application for any benchmarking or comparative purpose or to create any product or service that is competitive with any Emtelligent Solution or any other product or service offered by Emtelligent.
- (c) **Application:** For greater certainty, and regardless of the number of copies of Ancillary Software, Data, and Documentation received by Customer or the means or media by which Customer receives them, each copy of Ancillary Software, Data, and Documentation is subject to this Agreement.

2.4 Source Code/Sample Code: Without limiting any other provision of this Agreement:

- (a) **Source Code:** If Emtelligent makes Ancillary Software available to Customer in source code format, then Customer may modify the source code for the sole purpose of facilitating Customer's use of the Ancillary Software in accordance with this Agreement, provided that Customer is solely responsible and liable for the nature and results of the source code modifications and all damage, loss, and liability resulting from the source code modifications.
- (b) **Sample Code:** Ancillary Software that is designated a "software development kit" may include sample code that is designed to be modified and included in SDK Applications (collectively "**Sample Code**"). Sample Code will be expressly identified in the applicable Documentation. Subject to the provisions of this Agreement and any additional terms and conditions that apply to Sample Code,

Customer may modify and include Sample Code in an SDK Application, provided that Customer is solely responsible and liable for the nature and results of the modifications and all damage, loss, and liability resulting from the modifications.

- 2.5 **Third-Party Code:** Ancillary Software may include embedded computer code and other materials licensed from third parties that may be used only as part of Ancillary Software, and that are subject to applicable third-party license terms and conditions, copies of which are included in the Documentation. This Agreement does not limit, supersede, or modify the third-party license terms and conditions applicable to the embedded computer code or other materials.
- 2.6 **Technology Restrictions:** Ancillary Software may contain technologies that may be used by Emtelligent to deactivate, disable, or lock the Ancillary Software after a prescribed period.
- 2.7 **Technical Requirements:** Except as expressly set out in this Agreement, Customer is solely responsible and liable for obtaining, provisioning, configuring, maintaining, paying for, and protecting from loss and damage, all equipment (including compatible computers), software, databases with sufficient capacity, services, and data necessary for the use of Ancillary Software, Data, Documentation, Services, and SDK Applications.
- 2.8 **Delivery:** Emtelligent will deliver Ancillary Software, Data, and Documentation to Customer by electronic delivery, which may include making Ancillary Software, Data, and Documentation available for download by Customer from a specified Internet site. Emtelligent will not deliver copies of Ancillary Software, Data, or Documentation on tangible media to Customer.
- 2.9 **Government Agencies:** Ancillary Software, Data, and Documentation may not be downloaded, installed, or used by or on behalf of any government (federal, state, provincial, municipal, or otherwise) or government entity, agency, or instrumentality without Emtelligent's express prior written consent and pursuant to a separate written and signed agreement.
- 2.10 **Services:** Unless the Parties expressly agree in writing otherwise, Emtelligent is not obligated to perform or provide Customer with any Services (including technical support) regarding Ancillary Software or Data, but Emtelligent in its discretion may do so.
- 2.11 **Changes to Ancillary Software:** Emtelligent in its discretion may issue updates, new versions, and new releases to or of Ancillary Software from time to time, which updates, new versions, and new releases may have different features and functionalities than previous versions or releases of Ancillary Software and may be incompatible with an SDK Application developed using previous versions or releases of Ancillary Software. Emtelligent in its discretion may stop (temporarily or permanently) providing Ancillary Software or any feature of Ancillary Software at any time and from time to time. This Agreement applies to all updates, new versions, and new releases to or of Ancillary Software unless Emtelligent indicates that the update, new version, or new release is subject to a separate agreement, in which case the separate agreement will govern.
- 2.12 **Financial Arrangement:** Except as expressly set out in this Agreement or expressly agreed in writing by the Parties:
 - (a) **No Fees:** Customer is not obligated to pay to Emtelligent any fees in respect of Customer's use, in accordance with this Agreement, of Ancillary Software, Data, Documentation, Services, and SDK Applications.
 - (b) **Costs:** Each Party is solely responsible for all costs and expenses the Party incurs in connection with the Party's performance of the Party's obligations and exercise of the Party's rights under this Agreement.

For greater certainty, and notwithstanding any other provision of this Agreement, this section 2.12 does not affect either Party's financial obligations under any Other Agreement.

3. SDK Applications

- 3.1 **General:** Customer is solely responsible and liable for all SDK Applications, the use of SDK Applications, all data, content, services, and resources that Customer or an SDK

Application creates, transmits, or displays, and all resulting consequences (including all damage, loss, and liability caused to Customer, Emtelligent, or any other person); and Emtelligent will not be responsible or liable to Customer or any other person for any of those matters. Customer will comply, and Customer will ensure that each SDK Application complies, with all restrictions and requirements set out in this Agreement, applicable Documentation, and all applicable laws in all relevant jurisdictions (including Canada, the United States of America, and the jurisdictions in which Customer or end users of SDK Applications are located).

- 3.2 **Use of SDK Applications:** Without limiting any other provision of this Agreement, and unless the Parties expressly agree in writing otherwise, Customer will: create, install, and use each SDK Application for the sole purpose of facilitating Customer's use of an Emtelligent Solution in accordance with the applicable Solution Agreement; and not disclose, distribute, make available, or provide or permit access to or use of any SDK Application to, or by or on behalf of, any other person.
- 3.3 **No Unlawful/Harmful Use or Infringement:** Customer will ensure that each SDK Application: cannot be used for any unlawful or improper purpose, including any crime or other illegal act under applicable law; does not, and cannot be used to, damage, harm, detrimentally interfere with, or disrupt the security, integrity, operation, performance, or results of, or otherwise adversely affect, any Emtelligent Solution or any other computer system, hardware, software, equipment, services, or data; and does not violate, misappropriate, or infringe the rights (including intellectual property rights) of any person. Customer will design and administer each SDK Application in a manner that respects and protects the privacy and legal rights of the individual end users of the SDK Application.
- 3.4 **APIs and Third-Party Content/Services:** Customer will ensure that each SDK Application uses only the authorized application programming interfaces (APIs) included in the applicable Emtelligent Solution that are expressly identified in the applicable Documentation. If an SDK Application is designed to access, use, or otherwise interact with any data, content, or services provided by a third party, then Customer will ensure that the SDK Application complies with the legal terms and conditions that apply to the third-party data, content, and services.
- 3.5 **No Copyleft Software:** Notwithstanding any other provision of this Agreement, Customer will ensure that each SDK Application does not include or link (dynamically or statically) to, and is not conveyed, distributed or made available (including by network access) with or using, any software (including libraries or other software components) that is subject to an agreement or other terms and conditions that require Customer or any other person to make available the source (human readable) code for the SDK Application or any Ancillary Software, to make the SDK Application, any Ancillary Software, or any Documentation available to any other person, or to license or waive any right (including any intellectual property right) in, to or associated with the SDK Application, any Ancillary Software, or any Documentation.

4. **Proprietary Rights**

- 4.1 **General:** As between the Parties, Emtelligent and its licensors will solely own and retain all rights, title, and interests (including all intellectual property rights) throughout the world in, to, and associated with all Ancillary Software (including Sample Code), all Data, all Documentation, and all Services. Ancillary Software, Data, and Documentation are licensed, not sold, to Customer. Customer will not acquire any right, title, or interest (including any intellectual property right) in, to or associated with any Ancillary Software, any Data, any Documentation, or any Service pursuant to this Agreement or otherwise. Notwithstanding any other provision of this Agreement, and for greater certainty, under no circumstances will Emtelligent be obligated to provide, nor will Customer or any other person be entitled to receive, obtain, access, or use, any source (human readable) code for any Ancillary Software. All rights not expressly granted under this Agreement are reserved to Emtelligent.
- 4.2 **SDK Applications:** Nothing in this Agreement or done pursuant to this Agreement gives Emtelligent any right, title, or interest (including any intellectual property right) in, to or associated with any SDK Application, except for Sample Code incorporated into an SDK

Application (which Sample Code is and will remain the sole property of Emtelligent and its licensors).

- 4.3 **Emtelligent's Applications:** Customer acknowledges that Emtelligent develops and distributes its own software applications to access or use Emtelligent Solutions and will continue to do so. Nothing in this Agreement or done pursuant to this Agreement will prevent, restrict, or limit Emtelligent's right and ability to develop and distribute its own software applications or third-party applications to access or use Emtelligent Solutions, and those applications may be similar to and compete with one or more SDK Applications.
- 4.4 **Feedback:** If Customer or any of its personnel gives to Emtelligent or any of Emtelligent's personnel any feedback (including ideas or suggestions for enhancements or improvements) about any Ancillary Software, any Data, any Documentation, or any Service, then Emtelligent and its licensors and their respective successors, assigns, and licensees may use and commercialize the feedback without providing any compensation to Customer or any other person, and Emtelligent and its licensors and their respective successors, assigns, and licensees will solely own and retain all rights, title, and interests (including all intellectual property rights) throughout the world in, to and associated with all items and services created, enhanced, or improved by or on behalf of Emtelligent and its licensors and their respective successors, assigns, and licensees using or based on the feedback. For greater certainty, Customer and its personnel will not include in any feedback any information that is confidential or proprietary to Customer or any other person.
- 4.5 **Trademarks:** emtelligent®, emtelliPro®, emtelliPro+™, emtelliSuite™, emtelliSure™, emtelliSearch™, emtelliSplit™, the Emtelligent logo, and other related marks are registered or unregistered trademarks of Emtelligent or its licensors. Customer does not have and will not acquire any license or right to use any of those trademarks.

5. Other Matters

- 5.1 **Customer's Personnel:** Customer will ensure that Ancillary Software, Data, Documentation, Services, and SDK Applications are installed and used only by Customer's properly trained and qualified personnel in accordance with this Agreement. Customer is fully responsible and liable for all acts, omissions, and liabilities by or on behalf of each of Customer's personnel and their installation and use of Ancillary Software, Data, Documentation, Services, and SDK Applications. Customer will ensure that each of Customer's personnel fully complies with the restrictions, requirements, and limitations set out or referenced in this Agreement and the Documentation regarding the installation and use of Ancillary Software, Data, Documentation, Services, and SDK Applications.
- 5.2 **Legal Compliance:** Without limiting any other provision of this Agreement, Customer will at all times comply, and will ensure that all use by or on behalf of Customer of Ancillary Software, Data, Documentation, Services, and SDK Applications complies, with all applicable laws, including laws relating to privacy, personal information, personal data, personally identifiable information, protected health information, individually identifiable health information, medical information, and other regulated information) and all applicable restrictions and requirements regarding the export and transmission of technical data and other regulated materials.
- 5.3 **Notice of Unauthorized Use:** Customer will notify Emtelligent promptly (within 72 hours) if Customer or any of Customer's personnel knows of or suspects any unauthorized access to or use of any Ancillary Software, any Data, any Documentation, any Services, or any SDK Application.
- 5.4 **Subcontractors:** Emtelligent may engage subcontractors and service providers to assist Emtelligent to perform Emtelligent's obligations under this Agreement, provided that Emtelligent will remain responsible and liable for the performance of all of Emtelligent's obligations under this Agreement.
- 5.5 **Audit/Compliance Confirmation:** Not more than once in any twelve (12) month period during the term of this Agreement and for two (2) years thereafter, Emtelligent in its

discretion may access and inspect Customer's relevant records and facilities (including computer equipment) and interview Customer's relevant personnel (each an "**Audit**") to verify Customer's compliance with this Agreement, provided that an Audit will be conducted on not less than thirty (30) days' prior notice to Customer, during normal business hours, in a manner that does not interfere unreasonably with Customer's business operations, and subject to reasonable confidentiality and security requirements. On written request by Emtelligent not more than once in any twelve (12) month period during the term of this Agreement and for two (2) years thereafter, Customer will promptly deliver to Emtelligent a letter, signed by one of Customer's senior representatives, confirming that Customer has complied with all restrictions and requirements set out in this Agreement regarding the use of Ancillary Software, Data, Documentation, Services, and SDK Applications.

- 5.6 **Technical Information:** Customer acknowledges that the use by or on behalf of Customer of any Ancillary Software, any Data, any Documentation, any Service, or any SDK Application will provide Customer and its personnel with access to proprietary and confidential information and trade secrets of Emtelligent and its licensors (collectively "**Technical Information**"). Customer will: use Technical Information only during the term of this Agreement and for the sole purpose of facilitating Customer's use of Ancillary Software, Data, Documentation, Services, and SDK Applications in accordance with this Agreement; disclose Technical Information only to Customer's personnel with a legitimate need to know the information for the purpose of Customer's use of Ancillary Software, Data, Documentation, Services, and SDK Applications in accordance with this Agreement, and only to the extent necessary for Customer's use of Ancillary Software, Data, Documentation, Services, and SDK Applications in accordance with this Agreement; both during and indefinitely after the term of this Agreement, protect the confidentiality of Technical Information using the same degree of care as Customer affords to Customer's own confidential information of a similar nature that Customer desires not to be accessed, used, or disclosed, and in no event less than reasonable care, to prevent unauthorized access to, or use or disclosure of, Technical Information; and ensure that each person to whom Customer discloses Technical Information complies with the restrictions and requirements set out in this section 5.6.

6. Indemnity and IP Infringement Remedies

6.1 Indemnity

- (a) **Defence and Indemnity:** On written request by Emtelligent, Customer will defend, indemnify, and hold harmless Emtelligent and its directors, officers, employees, contract workers, consultants, advisors, agents, and other personnel and representatives, licensors, suppliers, subcontractors, and service providers (collectively "**Representatives**") from and against any and all claims, complaints, demands, investigations, actions, suits, and proceedings by any person (each a "**Third-Party Claim/Proceeding**") and all resulting liabilities and obligations (including damages, administrative monetary penalties, financial sanctions, settlement payments, expenses, and costs, including lawyer's fees) arising from, connected with, or relating to: any breach of this Agreement by Customer; or any use of any Ancillary Software, any Data, any Documentation, any Service or any SDK Application by or on behalf of Customer or the results obtained therefrom, excluding any Infringement Allegation (defined in section 6.2).
- (b) **Procedure:** If Emtelligent requests that Customer defend, indemnify, and hold harmless Emtelligent or any of its Representatives in respect of a Third-Party Claim/Proceeding and resulting liabilities and obligations pursuant to section 6.1(a), then Emtelligent will: permit Customer to control the defence and settlement of the Third-Party Claim/Proceeding, provided that Customer will not settle the Third-Party Claim/Proceeding without Emtelligent's prior written consent, which consent will not be unreasonably withheld or delayed; and on written request by Customer, reasonably cooperate with and assist Customer regarding the defence and settlement of the Third-Party Claim/Proceeding. Emtelligent and its Representatives retain the right to participate (with counsel of

their own selection at their sole cost and expense) in the defence of and settlement negotiations relating to any Third-Party Claim/Proceeding.

- 6.2 **IP Infringement Allegations:** If any Ancillary Software, Data, or Documentation is, or is reasonably likely to become, the subject of a claim or allegation by an unaffiliated third party that Customer's use of Ancillary Software, Data, or Documentation in accordance with this Agreement misappropriates, infringes, or violates the intellectual property rights of any person (an "**Infringement Allegation**"), then Emtelligent will, at Emtelligent's option, either: obtain for Customer the lawful right to continue to use the impugned Ancillary Software, Data, or Documentation in accordance with this Agreement without the risk of the Infringement Allegation; modify the impugned Ancillary Software, Data, or Documentation so that it is no longer subject to the Infringement Allegation, provided that the modified Ancillary Software, Data, or Documentation provides substantially the same functionalities and results that are relevant to Customer; or terminate the License and this Agreement effective immediately on notice to Customer and refund the unused pro-rata portion of any pre-paid annual fees (if any) for the terminated License after receipt of Customer's written confirmation that Customer has permanently deleted and destroyed all copies of Ancillary Software, Data, and Documentation in Customer's possession or control.

7. **Warranty, Disclaimers, and Liability Exclusion**

- 7.1 **Representations/Warranties:** Each Party represents and warrants that: the Party has, and will have at all material times, all requisite corporate power, capacity, authority, and approvals to enter into this Agreement and to perform the Party's obligations and exercise the Party's rights under this Agreement; and the Party's entering into this Agreement and performance of this Agreement will not conflict with, or result in the breach of, any express or implied obligation or duty (contractual or otherwise) that the Party now or in the future owes to any other person.
- 7.2 **GENERAL DISCLAIMER:** THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET OUT IN THIS AGREEMENT ARE IN LIEU OF, AND REPLACE, ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTEES IMPLIED BY LAW. EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANCILLARY SOFTWARE, DATA, DOCUMENTATION, AND SERVICES ARE PROVIDED "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS", AND WITHOUT ANY REPRESENTATION, WARRANTY, CONDITION, OR GUARANTEE OF ANY NATURE OR KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED, OR STATUTORY, OR ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, INCLUDING ANY REPRESENTATION, WARRANTY, CONDITION, OR GUARANTEE OF OR RELATING TO ACCURACY, AVAILABILITY, COMPLETENESS, CORRECTNESS, DURABILITY, ERRORS, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, PERFORMANCE, QUALITY, RESULTS, SUITABILITY, TIMELINESS, OR TITLE, ALL OF WHICH ARE HEREBY DISCLAIMED BY EMTelligent TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET OUT IN THIS AGREEMENT, NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY OR ON BEHALF OF EMTelligent WILL CREATE ANY LEGALLY BINDING OR EFFECTIVE REPRESENTATION, WARRANTY, CONDITION, OR GUARANTEE.
- 7.3 **SPECIFIC DISCLAIMERS:** WITHOUT LIMITING SECTION 7.2, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT:
- (A) **NO MEDICAL DEVICE/ADVICE:** ANCILLARY SOFTWARE AND SDK APPLICATIONS ARE NOT MEDICAL DEVICES, AND ANCILLARY SOFTWARE, DATA, DOCUMENTATION, SERVICES, AND SDK APPLICATIONS DO NOT CONSTITUTE OR INCLUDE ANY KIND OF MEDICAL ADVICE.
- (B) **NO HIGH-RISK USE:** ANCILLARY SOFTWARE AND SDK APPLICATIONS ARE NOT DESIGNED OR SUITABLE FOR USE IN A SITUATION WHERE FAILURE OR FAULT OF ANY KIND OF ANCILLARY SOFTWARE OR SDK APPLICATIONS (INCLUDING DELAYS, ERRORS, OR INACCURACIES IN PERFORMANCE, CONTENT, DATA, OR INFORMATION PROVIDED BY THE APPLICATION) COULD LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL OR ENVIRONMENTAL DAMAGE ("**High Risk Use**"). HIGH RISK USE OF ANCILLARY SOFTWARE AND SDK APPLICATIONS IS STRICTLY PROHIBITED.
- 7.4 **LIABILITY EXCLUSION:** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL EMTelligent OR ANY OF ITS LICENSORS OR ANY OF THEIR RESPECTIVE REPRESENTATIVES BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY DAMAGE, LOSS, OR LIABILITY OF ANY NATURE OR KIND

WHATSOEVER (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, AND EXEMPLARY DAMAGE OR LOSS) UNDER ANY THEORY (INCLUDING CONTRACT, TORT, STRICT LIABILITY, AND STATUTORY LIABILITY) ARISING FROM, CONNECTED WITH, OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING ANCILLARY SOFTWARE, DATA, DOCUMENTATION, SERVICES, AND SDK APPLICATIONS), REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING (INCLUDING FUNDAMENTAL BREACH OR GROSS NEGLIGENCE) BY EMTelligent OR ANY PERSON FOR WHOM EMTelligent IS RESPONSIBLE, EVEN IF OTHER REMEDIES ARE NOT AVAILABLE OR DO NOT ADEQUATELY COMPENSATE FOR THE DAMAGE, LOSS, OR LIABILITY, EVEN IF EMTelligent OR ANY OTHER PERSON KNOWS OR OUGHT TO HAVE KNOWN OF THE POSSIBILITY OF THE DAMAGE, LOSS, OR LIABILITY BEING INCURRED, AND REGARDLESS OF WHETHER OR NOT THE DAMAGE, LOSS, OR LIABILITY WAS FORESEEABLE.

- 7.5 **Risk Allocation:** THE ALLOCATION OF RISK SET OUT IN THIS AGREEMENT IS AN ESSENTIAL PART OF THE BARGAIN BETWEEN THE PARTIES AND AN INDUCEMENT TO THE PARTIES TO ENTER INTO THIS AGREEMENT.

8. Term and Termination

- 8.1 **Term:** This Agreement will continue in full force and effect until terminated in accordance with this Agreement.
- 8.2 **Automatic Termination:** Unless the Parties expressly agree in writing otherwise, this Agreement will terminate immediately and automatically (without any notice by or to either Party) on expiration or termination of all Solution Agreements.
- 8.3 **Termination by the Parties:** Customer may terminate this Agreement for Customer's sole convenience effective immediately on notice of termination to Emtelligent. Emtelligent may terminate this Agreement effective immediately on notice of termination to Customer if: Customer breaches this Agreement or any Other Agreement; or Customer is or becomes bankrupt or insolvent, ceases to conduct business in the ordinary course, takes any step or proceeding for the benefit of insolvent debtors, suspends or threatens to suspend payment of its debts, is unable or deemed unable to pay its debts as they fall due, or is subject to a proceeding for liquidation, dissolution, or winding up.
- 8.4 **Consequences of Termination/Expiration:** On expiration or termination of this Agreement: the License will terminate immediately and automatically (without any notice by or to either Party) and Customer will no longer access or use any Ancillary Software, any Data, any Documentation, any Service, or any SDK Application; unless the Parties expressly agree in writing otherwise, Customer will promptly permanently and securely delete and destroy all copies of Ancillary Software, Data, Documentation, and SDK Applications, and all paper and electronic documents and records containing Technical Information, in Customer's possession or control; Emtelligent will no longer be obligated to perform or provide, and Customer will no longer be entitled to receive, any Services; each Party will remain fully responsible and liable for all of the Party's obligations and liabilities arising before the expiration or termination of this Agreement; each Party will perform all of its obligations expressly set out in this Agreement arising on expiration or termination of this Agreement; and on written request by Emtelligent, Customer will promptly deliver to Emtelligent a letter, signed by one of Customer's senior representatives, confirming that Customer has complied with this section 8.4.
- 8.5 **Survival:** Notwithstanding any other provision of this Agreement, each of sections 2.3, 2.5, 2.12, 3.1, 4, 5.1, 5.5, 5.6, 6.1, 7.4, 8.4, 8.5, and 9, and all other provisions necessary to the interpretation or enforcement of those sections, will survive the expiration or termination of this Agreement and will remain in full force and effect and be binding on the Parties as applicable.

9. General

- 9.1 **Miscellaneous:** The Parties are non-exclusive, independent contracting parties, and nothing in this Agreement or done pursuant to this Agreement will create or be construed to create a partnership, joint venture, agency, employment, or other similar relationship between the Parties. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be invalid or unenforceable for any reason, then the provision

will be deemed severed from this Agreement and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, unless as a result of the severance this Agreement would fail in its essential purpose. If a Party's consent or approval is required under this Agreement, then the Party in its discretion and for its sole convenience may withhold or refuse the consent or approval unless this Agreement expressly states otherwise. No consent or waiver by a Party to or of a breach of this Agreement by the other Party will be effective unless in writing and signed by both Parties, or deemed or construed to be a consent to or waiver of a continuing breach of this Agreement or any other breach of this Agreement by the other Party. Customer may not assign this Agreement. Emtelligent may assign this Agreement without Customer's consent. This Agreement will enure to the benefit of and will be binding on the Parties and their respective successors and permitted assigns. Except as expressly set out in this Agreement, the Parties' respective rights and remedies under this Agreement are cumulative and not exclusive of any other rights or remedies to which they may be entitled under this Agreement or at law, and the Parties are entitled to pursue all rights and remedies concurrently, consecutively, and alternatively. Except as expressly set out in this Agreement, and notwithstanding the *Contracts (Rights of Third Parties) Act 1999* or any similar legislation in any relevant jurisdiction, there are no third-party beneficiaries to this Agreement and this Agreement does not confer on any third party any right to enforce any provision of this Agreement.

9.2 **Notices:** Emtelligent will give all notices to Customer under this Agreement in writing delivered by email or courier to Customer's addresses for notice specified or referenced in any Solution Agreement. Customer will give all notices to Emtelligent under this Agreement in writing delivered to Emtelligent by email (to legalnotices@emtelligent.com) and by courier to Emtelligent's head office to the attention of Emtelligent Legal Department. Each Party will promptly acknowledge in writing receipt of each notice delivered by the other Party in accordance with this section 9.2.

9.3 **Force Majeure:** Notwithstanding any other provision of this Agreement, a Party will not be liable for any delay in performing or failure to perform any of the Party's obligations under this Agreement if and to the extent performance is delayed or prevented due to a cause or circumstance that is beyond the Party's reasonable control, and any delay or failure of that kind will be deemed not a breach of this Agreement by the Party and the time for the Party's performance of the affected obligation will be extended by a period that is reasonable in the circumstances.

9.4 **Governing Law and Disputes**

(a) **General:** Subject to section 9.4(b): this Agreement, the subject matter of this Agreement, and all related matters will be governed by, and construed and interpreted solely in accordance with, the laws that govern the relevant Solution Agreement; and all disputes between the Parties arising from, connected with, or relating to this Agreement, the subject matter of this Agreement, or any related matter will be resolved in accordance with the dispute resolution provisions expressly set out in the relevant Solution Agreement.

(b) **Exceptions:** If the relevant Solution Agreement does not expressly specify a governing law, then this Agreement, the subject matter of this Agreement, and all related matters will be governed by, and construed and interpreted solely in accordance with, the laws of the Province of British Columbia, Canada and applicable federal laws of Canada, excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws and excluding any laws that implement the United Nations Convention on Contracts for the International Sale of Goods. If the relevant Solution Agreement does not expressly specify the manner in which disputes between the Parties will be resolved, then all disputes between the Parties arising from, connected with, or relating to this Agreement, the subject matter of this Agreement, or any related matter will be resolved before the Supreme Court of British Columbia sitting in the City of Vancouver, Canada, and each Party hereby irrevocably submits and attorns to the original and exclusive jurisdiction of that court in respect of those matters.

- 9.5 **Interpretation:** In this Agreement: “**this Agreement**” refers to this Agreement as a whole, and not just to the particular provision in which those words appear; headings are for reference only and do not define, limit, or enlarge the scope or meaning of this Agreement or any of its provisions; words importing the singular number include the plural, and vice versa; reference in a document that forms part of this Agreement to a section by number only is a reference to the appropriate section in the document in which the reference is made; reference to a day, month, quarter, or year means a calendar day, calendar month, calendar quarter, or calendar year, unless expressly stated otherwise; “**discretion**” or “**option**” means a person’s sole, absolute, and unfettered discretion or option (as applicable); “**including**” or “**includes**” means including or includes (as applicable) without limitation or restriction; “**law**” includes common law, civil law, equity, statutes, and regulations, and a reference to a specific law includes all regulations made under the law and all amendments to, or replacements of, the law or any regulation made under the law in force from time to time; “**person**” includes an individual (natural person), corporation, partnership, joint venture, association, trust, unincorporated organization, society, and any other legal entity; “**use**” in relation to computer software means install, access, and operate the software in the ordinary course of using licensed commercial software, and computer software is “used” or in “use” on a device when it is loaded or installed into temporary or permanent memory on the device or a connected storage device; and “**written**”, “**in writing**”, or similar terms includes email, unless expressly stated otherwise.
- 9.6 **Entire Agreement:** This Agreement sets out the complete agreement between the Parties regarding the subject matter of this Agreement, and supersedes all previous communications, representations, negotiations, discussions, agreements, and understandings, whether oral or written, between the Parties with respect to the subject matter of this Agreement. There are no representations, warranties, terms, conditions, undertakings, or collateral agreements, express, implied, or statutory, between the Parties regarding the subject matter of this Agreement other than as expressly set out in this Agreement. This Agreement may not be modified except by a written document (not an email) that expressly states that it is an amendment to this Agreement and is signed by both Parties or their respective successors or permitted assigns. The Parties have expressly written requested and required that this Agreement and all related documents be written in the English language. *Les parties conviennent et exigent expressément que ce Contrat et tous les documents qui s’y rapportent soient rédigés en anglais.* PURCHASE ORDERS AND OTHER DOCUMENTS ISSUED BY CUSTOMER AND ACCEPTED BY EMTelligent IN CONNECTION WITH THIS AGREEMENT ARE FOR ADMINISTRATIVE CONVENIENCE ONLY, AND THE TERMS AND CONDITIONS CONTAINED IN THOSE DOCUMENTS ARE OF NO FORCE OR EFFECT AND DO NOT IN ANY WAY AMEND THIS AGREEMENT.

If Customer does not accept and agree to this Agreement, then Customer and its personnel and representatives may not download, install, or use any Ancillary Software or Data.
