

## TERMS OF USE

These Terms of Use were last updated on February 20th, 2026.

These Terms of Use ("**Terms**") are an agreement between the Eligible User (each such person referred to as an "**Eligible User**", "**you**" or "**your**") accessing or otherwise using (the terms "**use**" and "**using**" will refer to any of the foregoing) our products and services including Soli (as defined below) and/or Ori (as defined below), (each a "**Product**" and collectively the "**Products**"), and Rapids Health Ltd., a corporation incorporated under the laws of the Province of British Columbia (such entity referred to as "**Company**", "**us**", "**we**", or "**our**", and together with you, the "**Parties**" and each, individually, a "**Party**"), and is entered into the earlier of: (a) the date you first use any part of a Product; or (b) the date you agree to be bound by these Terms (the "**Effective Date**").

BY REGISTERING FOR AND USING THE PRODUCT(S), YOU ACKNOWLEDGE THAT YOU HAVE READ, ACCEPTED AND AGREE TO BE BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS SET OUT HEREIN, AS MAY BE AMENDED FROM TIME TO TIME IN ACCORDANCE WITH SECTION 11.11 BELOW. IF YOU DO NOT ACCEPT AND AGREE TO BE BOUND BY THESE TERMS, YOU WILL IMMEDIATELY CEASE ANY FURTHER USE OF THE PRODUCT(S). YOU REPRESENT AND WARRANT TO US THAT YOU HAVE THE CAPACITY TO ENTER INTO THIS LEGALLY BINDING AGREEMENT.

When using a Product, you will be subject to any additional applicable terms, including but not limited to our Privacy Notice. All such terms and conditions are hereby incorporated by reference into these Terms.

**You acknowledge and agree that the use of a Product supports, but does not replace, clinical judgment and does not provide diagnostic support or medical advice.**

### 1. **Definitions**

As used in these Terms, the following terms shall have the following meanings:

- 1.1 "**Account**" has the meaning set out in Section 5.1.
- 1.2 "**Account Information**" has the meaning set out in Section 5.1.
- 1.3 "**Confidential Information**" has the meaning set out in Section 7.1.
- 1.4 "**Eligible User**" means any individual clinician, medical practitioner, nurse practitioner, psychiatrist, psychiatric nurse who practices or provides his or her services in Canada (except, in the case of Ori, those individuals which reside in or provide services from the Province of Quebec). With respect to Soli, the definition of "Eligible User" also includes healthcare organizations which provide medical guidance or treatment to its personnel.
- 1.5 "**Data Privacy Legislation**" means data privacy laws including the *Personal Information Protection and Electronic Documents Act* (Canada), the *Health Information Act* (Alberta) and the *Personal Health Information Protection Act* (Ontario), to the extent applicable, and all other applicable Canadian privacy legislation governing Personal Information of individuals (including Personal Health Information), as the same may be amended, modified or replaced from time to time.

- 1.6 **"De-identified Data"** has the meaning set out in Section 3.2.
- 1.7 **"Discloser"** has the meaning set out in Section 7.1.
- 1.8 **"Modifications"** means modifications, improvements, customizations, updates, enhancements, aggregations, compilations, derivative works, translations and adaptations, and **"Modify"** has a corresponding meaning.
- 1.9 **"Ori"** means Company's AI-powered clinical decision support tool focused on mental health treatment guidance, designed to assist Eligible Users in accessing evidence-based treatment information via a conversational interface using de-identified or hypothetical patient scenarios.
- 1.10 **"Personal Information"** means information about an identifiable individual or any other information that is considered "personally identifiable information," "personal information," or "personal data" under applicable privacy laws, which includes but is not limited to Personal Health Information.
- 1.11 **"Personal Health Information"** means information about an identifiable individual that is related to the individual's health or the provision of health services to the individual, including but not limited to health card numbers and registration information, and information regarding the individual's medical history, medical treatment, diagnosis or mental or physical condition.
- 1.12 **"Privacy Notice"** has the meaning set out in Section 4.4.
- 1.13 **"Recipient"** has the meaning set out in Section 7.1.
- 1.14 **"Soli"** means Company's guidance assessment tool which allows an Eligible User to request an assessment for patients or clients (in the form of a Soli Report (as defined below)), to support the diagnoses, treatment, and mitigation of the symptoms of certain psychiatric conditions.
- 1.15 **"Soli Reports"** means the diagnostic and treatment guidance reports generated and provided to an Eligible User in connection with the use of Soli which is designed to provide informational and educational support to an Eligible User in their or its patient care.
- 1.16 **"User Data"** means any data, Personal Information, information, content, and files that you load, transmit or provide to Company in connection with your use of a Product.
- 1.17 **"Website"** the website located at: <https://rapidshealth.com/>.

## 2. **Use of the Products**

### 2.1 **Availability of the Products**

- (a) Subject to your compliance with the terms and conditions set out herein, we will make a Product available to you on the terms and conditions set out herein. These Terms do not provide a commercial access grant, and your access to and use of either or both of the Products after any free trial period is subject to the Parties entering into and executing a separate service agreement.

- (b) We provide each Product for use only by Eligible Users located in Canada. The Products are currently not intended for use in any jurisdiction where its use is not permitted. If you access or use a Product from outside of Canada, you do so at your own risk and you are responsible for compliance with local laws in your jurisdiction.
- (c) You acknowledge that the mental health conditions currently supported by Ori include major depressive disorder, generalized anxiety disorder, attention deficit disorder (ADHD), and insomnia and that the mental health conditions currently supported by Soli include major depressive disorder, generalized anxiety disorder, bipolar disorder, attention deficit disorder (ADHD), and insomnia. Addressable conditions may change during your authorized term of use of the relevant Product without notice to you, and additional conditions may be incorporated as part of a Product from time to time.

2.2 Restrictions on Use. You shall not:

- (a) solely rely on a Product to deliver individualized or patient-specific medical advice;
- (b) sub-license, sell, rent, lend, lease or distribute, or any intellectual property rights therein, or otherwise make a Product available to any other person who is not a patient of the Eligible User;
- (c) use a Product to facilitate or provide timesharing, service bureau use or commercially exploit a Product;
- (d) use a Product in violation of any applicable law or intellectual property right;
- (e) use a Product in a manner that threatens the security or functionality of a Product or Company systems;
- (f) use a Product to create, collect, transmit, store, use or process any User Data that:
  - (i) contains any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data;
  - (ii) you do not have the lawful right to create, collect, transmit, store, use or process; or
  - (iii) violates any applicable laws, or infringes, violates or otherwise misappropriates the intellectual property or other rights of any third party (including any moral right, privacy right or right of publicity);
- (g) Modify a Product;
- (h) reverse engineer, de-compile or disassemble a Product;
- (i) remove or obscure any proprietary notices or labels on a Product, including brand, copyright, trademark and patent or patent pending notices;
- (j) use a Product for the purpose of building a similar or competitive product or service;

- (k) perform any vulnerability, penetration or similar testing of a Product; or
  - (l) use a Product for any purpose or in any manner not expressly permitted in this Agreement.
- 2.3 Third Party Use of the Products. You will not permit any other person to take any of the actions set out in Section 2.2 above.
- 2.4 Suspension of Use; Scheduled Downtime; Modifications. We may at any time, at our discretion and without notice to you:
- (a) suspend your use of a Product or any component thereof:
    - (i) for scheduled maintenance;
    - (ii) if you violate any provision of these Terms;
    - (iii) if you have been, or are likely to be involved in any fraudulent, misleading, or unlawful activities;
    - (iv) to address any emergency security concerns;
    - (v) if we receive any order or notice from a governmental authority which expressly or by reasonable implication requires us to do so; or
    - (vi) if these Terms expire or are terminated.
  - (b) modify a Product, which may include but is not limited to, modifying the data and information contained within Company's database and made available to you as part of a message exchange within the Ori interface or part of a Soli Report.
- 2.5 User Data. You acknowledge and agree that: (i) as between you and us, you are always entirely responsible for your User Data; and (ii) you shall not include any Personal Information (including Personal Health Information) in the User Data in connection with Soli unless and until you have received express and meaningful consent from the relevant data subject to do so. Soli Reports may be generated based on incomplete information, and may occasionally contain inaccurate or inappropriate information. You should evaluate all content generated by a Product (including a Soli Report) critically and use your own professional judgment before acting on it.
3. **Ownership; Reservation of Rights**
- 3.1 You retain all ownership and intellectual property rights in and to User Data. You grant to us a nonexclusive, worldwide, royalty-free, irrevocable, fully paid-up right to use, reproduce, distribute, process and transmit User Data and perform all acts with respect to the User Data (including to de-identify and aggregate User Data) as may be necessary or desirable for us to provide a Product and for any other purpose set out in this Agreement.
- 3.2 Notwithstanding anything to the contrary in these Terms, we may monitor your Use of a Product and collect and analyze data and other information relating to your use and performance of a Product, and we may use such aggregated and de-identified data ("**De-identified Data**"): (i) to

improve and enhance a Product and other services that we provide now or in the future and for other development, diagnostic and corrective purposes in connection with a Product and our other offerings; (ii) for other purposes in connection with our business; (iii) to conduct analytics and/or research to better understand and improve the Products and related services that we provide and expand our business opportunities; and (iv) to provide statistics and insights that will inform further research and healthcare improvements in the treatment of mental health conditions.

- 3.3 In our use of User Data in connection with Ori, we implement technical and administrative measures to: (i) remove or mask any inadvertently entered Personal Information; (ii) aggregate query data where summarized information is sufficient for informational needs; (iii) apply industry-standard de-identification techniques to prevent re-identification.
- 3.4 We, and our licensors, retain all ownership and intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other Confidential Information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights) in and to: (i) the Products; (ii) all documents, work product, and other materials delivered to you under these Terms (except for any User Data and any other materials provided by you); (iii) De-identified Data and any insights and innovations derived from any De-identified Data (including any metrics, reports, enhancements, algorithms, or any similar data-driven products); and (iv) any Modifications to the foregoing.
- 3.5 Subject to and conditioned on your compliance with the terms and conditions set out herein, Company hereby grants you a personal, non-exclusive, non-sublicensable, non-transferable, non-assignable license to access and Use: (i) a Product; and (ii) in perpetuity (provided that such Soli Reports are generated and delivered to you during the term of any active free trial period or subscription term). Such use is limited to your approved business purposes. Notwithstanding the above, you are permitted to provide a copy of the Soli Report to the patient who is the subject of such Report.
- 3.6 Company shall have no obligation to grant now, or in the future, any further license to copy or use a Product or subsequent commercial versions thereof.
- 3.7 You may provide feedback to us including, but not limited to, suitability, problem reports, suggestions and other information with respect to the use of a Product ("**Feedback**"). You hereby grant to us a fully paid-up, royalty-free, worldwide, assignable, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Products and/or any other of our products or services, or for any other purposes, any Feedback that you provide.
- 3.8 All rights not expressly granted by us to you under these Terms are reserved.

#### 4. **Privacy**

- 4.1 Each Party shall at all times comply with its respective obligations under the Data Privacy Legislation in relation to all Personal Information that is processed, disclosed, collected, transferred or retained by it in connection with these Terms.

- 4.2 You retain control over the Personal Information and remain responsible for your compliance obligations under Data Privacy Legislation, providing any required notices and obtaining all required consents, and for the processing instructions that you give to Company.
- 4.3 You acknowledge that the Products are is to be used as a clinical decision support tool and is not an Electronic Medical Record (EMR) or a repository for patient records.
- 4.4 You agree to our access, use, collection, storage and disclosure of User Data for the purposes authorized under these Terms and our privacy notice located at <https://rapidshealth.com/privacy-notice/> (the "**Privacy Notice**") and understand that Personal Information will be treated in accordance with the Privacy Notice. Company will only process Personal Information to the extent, and in such a manner, as is necessary for the provision of Soli and the Soli Reports and as otherwise set out herein or in the Privacy Notice.

## 5. **Eligible User Account**

- 5.1 In order to access and use Soli, you must complete your profile registration with a username and password ("**Account Information**") and maintain an account ("**Account**") with us. You agree to create only one Account for your own use. All the information you provide must be correct, current, and complete. You must treat any Account Information, or other information you provide to Company as part of its security procedures as confidential, and you shall not disclose such information to any other person or entity. You agree that your Account is only to be used by you, and you agree not to provide any other person or entity with access to Soli using your username, password or other security information. In order to access and use Ori, you must first provide the information requested by Company during the sign-up process and a user profile will then be created.
- 5.2 You will promptly notify us of any actual or suspected unauthorized use of a Product. We reserve the right to suspend, or deactivate any User Account or access to a Product if we determine that the User Account or user profile may have been used for an unauthorized purpose or created by a user who is not an Eligible User (as such term is defined in the context of the relevant Product).

## 6. **Fees**

The Use of each Product is currently offered on a no-charge, free trial basis. The availability, duration, and scope of any such free trial is determined by Company in its sole discretion, and we reserve the right to modify or withdraw a free trial at any time. Upon such time you will have the option to convert your free trial into a paid subscription (subject to the then-current subscription fee).

## 7. **Confidential Information**

- 7.1 **Definitions.** For the purposes of these Terms, a Party receiving Confidential Information will be the "**Recipient**", the Party disclosing such information will be the "**Discloser**" and "**Confidential Information**" means information marked or otherwise identified in writing by a Party as proprietary or confidential, or information that, under the circumstances surrounding the disclosure, the Recipient should recognize as being confidential; provided that Discloser's Confidential Information does not include, except with respect to Personal Information: (i) information already known or independently developed by Recipient without access to Discloser's Confidential Information; (ii) information that is publicly available through no wrongful act of

Recipient; or (iii) information received by Recipient from a third party who was free to disclose it without confidentiality obligations.

7.2 Confidentiality Covenants. Recipient hereby agrees that during the Term and at all times thereafter it will not: (i) disclose Confidential Information of the Discloser to any person, except to its own personnel or affiliates having a "**need to know**" and that have entered into written agreements no less protective of such Confidential Information than these Terms, and to such other recipients as the Discloser may approve in writing; (ii) use Confidential Information of the Discloser except to exercise its license rights under these Terms or perform its obligations under these Terms; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Each Party will take reasonable precautions to safeguard the other Party's Confidential Information. Those precautions will be at least as great as the precautions that the Recipient takes to protect its own Confidential Information of a similar type.

7.3 Exceptions to Confidentiality. Notwithstanding Section 7.2, Recipient may disclose Discloser's Confidential Information: (i) to the extent that such disclosure is required by applicable law or by the order of a court or similar judicial or administrative body, provided that, except to the extent prohibited by law, the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order; (ii) to its legal counsel and other professional advisors if and to the extent such persons need to know such Confidential Information in order to provide applicable professional advisory services in connection with the Party's business; or (iii) in our case, to our potential assignees, acquirers or successors, if and to the extent such persons need to know such Confidential Information in connection with a potential sale, merger, amalgamation or other corporate transaction involving our business or assets.

## 8. Warranty; Disclaimer; Indemnity

8.1 THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LEGAL WARRANTIES, CONDITIONS OR REPRESENTATIONS. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOLLOWING EXCLUSIONS OR LIMITATIONS MAY NOT APPLY AND YOU MAY HAVE ADDITIONAL RIGHTS.

8.2 Your Warranty. You represent and warrant to, and covenant with us that you: (i) are and will remain an Eligible User (in the context of the applicable Product being accessed or used) during the term of your authorized use of a Product; (ii) will obtain all consents required under Data Privacy Legislation with regards to any Personal Information (including Personal Health Information) that you provide, disclose or transfer to us in connection with your use of Soli (to the extent applicable); and (iii) you will comply with all applicable laws, and all applicable guidelines, standards, and codes of conduct issued by the relevant Colleges of Physicians and Surgeons in connection with your use of a Product.

8.3 GENERAL DISCLAIMER. NEITHER COMPANY NOR ITS SUBSIDIARIES, AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS ("**COMPANY ENTITIES**") WARRANT THAT THE USE OF A PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL ERRORS CAN OR WILL BE CORRECTED; NOR DO COMPANY ENTITIES MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF A PRODUCT AND/OR A SOLI REPORT (IF

APPLICABLE). THE PRODUCTS (OR ANY PART THEREOF), AND ANY OTHER PRODUCTS AND SERVICE PROVIDED BY US TO YOU ARE PROVIDED "**AS IS**" AND "**AS AVAILABLE**".

TO THE EXTENT PERMITTED BY APPLICABLE LAW, COMPANY ENTITIES HEREBY DISCLAIM ALL EXPRESS, IMPLIED, COLLATERAL OR STATUTORY WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, COMPATIBILITY, TITLE, NON-INFRINGEMENT, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, COMPANY ENTITIES EXPRESSLY DISCLAIM ANY REPRESENTATION, CONDITION OR WARRANTY THAT ANY DATA OR INFORMATION PROVIDED TO YOU IN CONNECTION WITH YOUR USE OF A PRODUCT OR SOLI REPORT (IF APPLICABLE) (OR ANY PART THEREOF) IS ACCURATE, OR CAN OR SHOULD BE RELIED UPON BY YOU FOR ANY PURPOSE WHATSOEVER, THAT DEFECTS WILL BE CORRECTED, OR THAT A PRODUCT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF A PRODUCT AND/OR A SOLI REPORT (IF APPLICABLE), AND TO THE FULLEST EXTENT PROVIDED BY LAW, COMPANY ENTITIES WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OVERLOADING, FLOODING, MAILBOMBING, OR CRASHING, VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF A PRODUCT OR THE OUTPUTS THEREOF.

#### 8.4 DISCLAIMER; NO MEDICAL ADVICE

COMPANY IS NOT A HEALTH CARE PROVIDER AND THE PRODUCTS AND OUTPUTS THEREOF ARE NOT INTENDED TO PROVIDE MEDICAL ADVICE, DIAGNOSIS OR TREATMENT OR BE A REPLACEMENT OR SUBSTITUTE FOR AN INDIVIDUAL PATIENT ASSESSMENT BASED ON A QUALIFIED HEALTH CARE PROVIDER'S EVALUATION OF EACH PATIENT, INCLUDING FACTORS UNIQUE TO SUCH PATIENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU SHOULD NOT RELY UPON A PRODUCT OR AN OUTPUT THEREOF TO DIAGNOSE OR TREAT A HEALTH CONDITION AND THE USE OF A PRODUCT OR THE OUTPUTS THEREOF IS NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL CARE. THE PRODUCTS ARE INTENDED AND PRESENTED ONLY FOR GENERAL EDUCATIONAL AND GUIDANCE PURPOSES AND ARE NOT COMPREHENSIVE AND DO NOT COVER ALL USES, PRECAUTIONS, SIDE EFFECTS, WARNINGS, AND INTERACTIONS RELATED TO PHARMACEUTICALS OR TREATMENTS. THE PRODUCTS AND ANY OUTPUTS THEREOF (INCLUDING THE SOLI REPORTS) MAY NOT APPLY TO A SPECIFIC MEDICAL CONDITION AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH PROVINCIAL, TERRITORIAL OR FEDERAL MARKETING, ADVERTISING, AND DISCLOSURE LEGISLATION OR REGULATIONS. COMPANY DOES NOT REPRESENT OR WARRANT THAT ANY INFORMATION CONTAINED WITHIN A SOLI REPORT OR OUTPUTS OF ORI IS ACCURATE NOR THAT ANY PARTICULAR DRUG OR TREATMENT CONTAINED OR

SUGGESTED WITHIN A SOLI REPORT OR OUTPUT OF ORI IS SAFE, APPROPRIATE, OR EFFECTIVE FOR ANY APPLICABLE PATIENT. ANY INFORMATION PROVIDED OR GENERATED IN CONNECTION WITH A PRODUCT OR CONTAINED WITHIN A SOLI REPORT OR OUTPUT OF ORI SHOULD BE USED ONLY UNDER THE SUPERVISION OF AN ELIGIBLE USER.

- 8.5 **Indemnity.** You will defend, indemnify and hold us harmless, including our employees, officers, directors, affiliates, agents, contractors, successors, and assigns, against any loss, damage or costs (including reasonable legal fees) incurred in connection with any claims, demands, suits, or proceedings made or brought against Company or its affiliates by a third party, directly or indirectly arising from or in connection with: (i) User Data; (ii) any disclosure, transmission or use of Personal Information (including Personal Health Information); (iii) your breach of any of your obligations, representations or warranties under these Terms; or (iv) use of a Product and/or any output thereof (including a Soli Report (or any part thereof) by you. You will fully cooperate with us in the defense of any claim defended by you pursuant to your indemnification obligations under these Terms and will not settle any such claim without our prior written consent.

9. **Limitation of Liabilities**

THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY OR CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOLLOWING LIMITATIONS MAY NOT APPLY AND YOU MAY HAVE ADDITIONAL RIGHTS.

The Parties acknowledge that the following provisions have been reviewed in detail (with legal counsel, if obtained) and reflect a fair allocation of risk and form an essential basis of the bargain and will survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

- 9.1 **AMOUNT.** IN NO EVENT WILL OUR TOTAL AGGREGATE LIABILITY IN CONNECTION WITH OR UNDER THESE TERMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE), OR OTHERWISE, EXCEED THE GREATER AMOUNT OF THE FEES PAID BY YOU IN CONNECTION WITH THE USE OF A PRODUCT, OR ONE HUNDRED CANADIAN DOLLARS (\$100.00 CAD). IN NO EVENT WILL OUR THIRD PARTY SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THESE TERMS .
- 9.2 **TYPE.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY ELIGIBLE USER FOR ANY: (I) SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (II) LOST SAVINGS, PROFIT, DATA, USE, OR GOODWILL; (III) BUSINESS INTERRUPTION; (IV) COSTS FOR THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICE; (V) PERSONAL INJURY OR DEATH; OR (VI) PERSONAL OR PROPERTY DAMAGE ARISING OUT OF OR IN ANY WAY CONNECTED TO THESE TERMS, REGARDLESS OF CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE), OR OTHERWISE, AND EVEN IF NOTIFIED IN ADVANCE OF THE POSSIBILITIES OF SUCH DAMAGES.

10. **Term and Termination**

- 10.1 Termination for Convenience. Company may terminate these Terms at any time by providing reasonable notice to you.
- 10.2 Termination for Cause. Company may, in addition to other relief, suspend or terminate these Terms if you commit a material breach of any provision of these Terms.
- 10.3 Consequences of Termination. Upon termination of these Terms, you must cease to access and/or use the Products.
- 10.4 Survival. The following Sections, together with any other provision of these Terms which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of these Terms, will survive expiration or termination of these Terms for any reason: Section 3 (Ownership; Reservation of Rights), Section 4 (Privacy), Section 7 (Confidential Information), Section 8 (Warranty; Disclaimer; Indemnity), Section 9 (Limitation of Liabilities), Section 10.3 (Survival), and Section 12 (General Provisions).

## **11. Third Party Content**

The Products (including any outputs of Ori or a Soli Report) may contain links to third party web sites ("**External Sites**"). These links are provided solely as a convenience to you and not as a referral, endorsement, investigation or verification by Company of the External Sites or information contained therein. The content of such External Sites is developed and provided by others. Company is not responsible for the content of any linked External Sites and does not make any representations regarding the content, accuracy or appropriateness of any materials, data, opinions, advice or statements on such External Sites. If you decide to access any External Sites or download any related publications, you do so at your own risk. Company is not responsible or liable for any loss or damage you may suffer or incur in connection with your use of any External Sites or for any acts, omissions, errors or default of any third party in connection with their External Site.

## **12. General Provisions**

- 12.1 Any notice required or permitted to be given in accordance with these Terms may be sent or posted, as applicable, on: (a) the Website; or (b) the email address used upon registering for an Account or signing up to use a Product. You are solely responsible for keeping your contact information on file with us current at all times during the Term.
- 12.2 Assignment. You will not assign these Terms to any third party without our prior written consent, which may be unreasonably withheld. We may assign these Terms or any rights under these Terms to any third party without your consent. Any assignment in violation of this Section will be void. These Terms will inure to the benefit of and be binding upon the Parties, their permitted successors and permitted assignees.
- 12.3 Choice of Law. Except as restricted by applicable law, these Terms and any action related thereto will be governed by and construed in accordance with the substantive laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to conflicts of law principles. The Parties will initiate any lawsuits in connection with these Terms in Vancouver, British Columbia, Canada, and irrevocably attorn to the exclusive personal jurisdiction and venue of the courts sitting therein. The U.N. Convention on Contracts for the International

Sale of Goods will not apply to these Terms. This choice of jurisdiction does not prevent us from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

- 12.4 Export Restrictions. You will comply with all export laws and regulations that may apply to your use of any Product.
- 12.5 Construction. Except as otherwise provided in these Terms, the Parties' rights and remedies under this Agreement are cumulative. The terms "**include**" and "**including**" mean, respectively, "**include without limitation**" and "**including without limitation.**" The headings of sections of these Terms are for reference purposes only and have no substantive effect. The terms "**consent**" or "**discretion**", when used in respect to us in these Terms means our right to withhold such consent or exercise such discretion, as applicable, arbitrarily and without any implied obligation to act reasonably or explain our decision to you.
- 12.6 Force Majeure. Neither Party will be liable for delays caused by any event or circumstances beyond our reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems (other than those involving our employees), Internet service failures or delays, or the unavailability or Modification by third parties of telecommunications or hosting infrastructure or third-party websites.
- 12.7 Severability. Any provision of these Terms found by a tribunal or court of competent jurisdiction to be illegal or unenforceable will be severed from these Terms and all other provisions of these Terms will remain in full force and effect.
- 12.8 Waiver. A waiver of any provision of these Terms must be in writing and a waiver in one instance will not preclude enforcement of such provision on other occasions.
- 12.9 Independent Contractors. Our relationship with you is that of an independent contractor, and neither Party is an agent or partner of the other. Neither Party will have, and will not represent to any third party that it has, any authority to act on behalf of the other Party.
- 12.10 Entire Agreement. These Terms and our Privacy Notice constitutes the entire agreement between the Parties with respect to the subject matter of these Terms and supersedes all prior or contemporaneous agreements, representations or other communications, whether written or oral.
- 12.11 Amendments. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, WE MAY UNILATERALLY AMEND THESE TERMS, IN WHOLE OR IN PART (EACH, AN "**AMENDMENT**"), BY: (I) GIVING YOU PRIOR NOTICE OF SUCH AMENDMENT; OR (II) POSTING NOTICE OF SUCH AMENDMENT ON THE WEBSITE. UNLESS OTHERWISE INDICATED BY US, ANY SUCH AMENDMENT WILL BECOME EFFECTIVE AS OF THE DATE THE NOTICE OF SUCH AMENDMENT IS PROVIDED TO YOU OR IS POSTED ON THE WEBSITE (WHICHEVER IS THE EARLIER). YOUR CONTINUED USE OF A PRODUCT OR OUTPUT THEREOF FOLLOWING ANY SUCH AMENDMENT CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AS CHANGED.

12.12 Language. These Terms were written in English and may be translated to other languages solely for the convenience of Eligible Users. In all cases, and specifically if a potential conflict between versions arises, the English version of these Terms controls.