

Trexo Robotics Inc.

CANADA EULA

This End User License Agreement applies to users located in Canada. If you purchased or first activated a Trexo device in Canada, this EULA continues to apply even if the device is later used outside the country.

PLEASE READ THESE ENTERPRISE LICENSE TERMS CAREFULLY BEFORE USING THE LICENSED PRODUCTS OFFERED BY TREXO ROBOTICS INC. (“TREXO”). BY SCHEDULING OR ATTENDING AN ASSESSMENT, BY SUBMITTING INFORMATION THROUGH ANY TREXO FORM, BY ACCESSING TRAINING, BY USING ANY TREXO OFFERED SERVICE OR CLICKING ON THE “ACCEPT” BUTTON, YOU (“CUSTOMER”) ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THESE TERMS. YOU AGREE TO BE BOUND BY THESE TERMS (THE “AGREEMENT”) TO THE EXCLUSION OF ALL OTHER TERMS. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS. **BY CLICKING “ACCEPT” YOU ACKNOWLEDGE AND AGREE TO BE BOUND TO THIS AGREEMENT. YOU REPRESENT THAT YOU ARE AUTHORIZED TO ACCEPT THIS AGREEMENT.**

1. Licensed Products. Subject to Customer’s compliance with the terms and conditions of this Agreement, Trexo grants Customer a nonexclusive, limited, personal, nonsublicensable, nontransferable right and license to internally access and use the Trexo product(s) and/or service(s) (collectively, the “Licensed Products”) during the Term (as defined below) for the internal business purposes of Customer or for personal household use in the case of a consumer user and then only in accordance with Trexo’s applicable official user documentation for such Licensed Products (the “Documentation”). Consumer user may use Trexo Home only for personal household use for the patient identified in the Assessment. Clinical organizations may use Trexo Plus only with authorized users trained on the Trexo for multiple patients.

2. Assessment Services. You may provide information and participate in an Assessment before any purchase or lease. You consent to Trexo collecting and processing information you submit during the Assessment including Health Data for the purposes of scheduling, conducting, documenting and improving Assessment, communicating recommendations, clinical research where deidentified or with required consents and approvals, and for product safety and further development. Assessment Services means pre purchase evaluation services provided by Trexo or Trexo partners. This Agreement applies to your assessment even if you do not later purchase, lease or finance a device.

3. Training Services. Training Services means education and certification delivered on Thinkific or other similar platforms. To complete any Training you must click to accept this Agreement. Training content is licensed for your internal use only and may not be copied, shared or used to train any competing product. Trexo may record Training sessions for quality, safety, support and clinical research where deidentified or with required consents and approvals.

4. Support; Service Levels. Subject to Customer’s payment of all applicable fees, Trexo will provide support and maintenance services for each Licensed Product in accordance with Trexo’s then-current standard support and maintenance services that Trexo makes generally available to its customers. Trexo may require that users complete required Training before Trexo enables certain features. You consent to Trexo running remote diagnostics in order to deliver support and maintain safety.

5. Updates. From time to time, Trexo may provide upgrades, patches, enhancements, or fixes for Licensed Products to its customers generally without additional charge (“Updates”), and such Updates will become part of the Licensed Products and subject to this Agreement; provided that Trexo shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that Trexo may cease supporting old versions or releases of the Licensed Products at any time in its sole discretion; provided that Trexo shall use commercially reasonable efforts to give Customer reasonable prior notice of any major changes. You consent to periodic installation of Updates and agree not to block Updates. Trexo may remotely limit or disable an unsafe or unsupported version to preserve safety and service integrity after reasonable notice where feasible.

6. Ownership; Feedback. As between the parties, Trexo retains all right, title, and interest in and to the Licensed Products, and all software, products, works, and other intellectual property and moral rights related thereto or created,

used, or provided by Trexo for the purposes of this Agreement, including any copies and derivative works of the foregoing. Any software which is distributed or otherwise provided to Customer hereunder shall be deemed a part of the “Licensed Products” and subject to all of the terms and conditions of this Agreement. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement. Customer may (but is not obligated to) provide suggestions, comments or other feedback to Trexo with respect to the Licensed Products (“Feedback”). Feedback, even if designated as confidential by Customer, shall not create any confidentiality obligation for Trexo notwithstanding anything else. Trexo acknowledges and agrees that all Feedback is provided “AS IS” and without warranty of any kind. Customer shall, and hereby does, grant to Trexo a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose. Nothing in this Agreement will impair Trexo’s right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software or technologies that Customer may develop, produce, market, or distribute.

7. Fees; Payment. All fees and payment terms relating to the Licensed Products are governed by the terms of the applicable purchase, lease or finance agreement executed between Trexo and Customer. Customer shall be responsible for all taxes associated with the Licensed Products (excluding taxes based on Trexo’s net income). For the avoidance of doubt, individual end users of Customer are not responsible for fees or payments in connection with their use of the Licensed Products under this Agreement, except as may be separately agreed to in writing by such individual end users and Customer.

8. Restrictions. Except as expressly set forth in this Agreement, Customer shall not (and shall not permit any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Licensed Products (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Licensed Products; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Licensed Products; (iv) use the Licensed Products for the benefit of a third party; (v) remove or otherwise alter any proprietary notices or labels from the Licensed Products or any portion thereof; (vi) use the Licensed Products to build an application or product that is competitive with any Trexo product or service; (vii) interfere or attempt to interfere with the proper working of the Licensed Products or any activities conducted on the Licensed Products; or (viii) bypass any measures Trexo may use to prevent or restrict access to the Licensed Products (or other accounts, computer systems or networks connected to the Licensed Products). Customer is responsible for all of Customer’s activity in connection with the Licensed Products, including but not limited to uploading Customer Data (as defined below) onto the Licensed Products and importing or storing data on the Licensed Products. Customer (a) shall use the Licensed Products in compliance with all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer’s use of the Licensed Products (including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws), and (b) shall not use the Licensed Products in a manner that violates any third party intellectual property, contractual or other proprietary rights. Customer acknowledges and agrees that the Licensed Products (including, without limitation, any source code contained therein to which Customer may be given access hereunder) (collectively, the “Trexo Materials”) represent valuable trade secrets and confidential information of Trexo. Accordingly, Customer (x) shall not use any Trexo Materials except as expressly set forth herein; (y) shall not disclose any Trexo Materials to any third party, and (z) shall use reasonable efforts to prevent any such unauthorized use or disclosure (but at least the same efforts that Customer uses to protect its own most highly sensitive and confidential information). Customer acknowledges and agrees that due to the unique nature of the Trexo Materials, there can be no adequate remedy at law for any breach of its obligations under this Section 7, which breach may result in irreparable harm to Trexo, and therefore, that upon any such breach or any threat thereof, Trexo shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to whatever remedies it might have at law.

9. Customer Data. For purposes of this Agreement, “Customer Data” shall mean any data, information or other material provided, uploaded, or submitted by Customer to the Licensed Products in the course of using the Licensed Products. Customer shall retain all right, title and interest in and to the Customer Data, including all intellectual property rights therein. Customer, not Trexo, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. Trexo shall use commercially

reasonable efforts to maintain the security and integrity of the Licensed Products and the Customer Data. Trexo is not responsible to Customer for unauthorized access to Customer Data or the unauthorized use of the Licensed Products unless such access is due to Trexo's gross negligence or willful misconduct. Customer is responsible for the use of the Licensed Products by any person to whom Customer has given access to the Licensed Products, even if Customer did not authorize such use. Notwithstanding anything to the contrary, Customer acknowledges and agrees that Trexo may (i) internally use and modify (but not disclose) Customer Data for the purposes of (A) providing the Licensed Products to Customer and (B) generating Aggregated Anonymous Data (as defined below), and (ii) freely use and make available Aggregated Anonymous Data for Trexo's business purposes (including without limitation, for purposes of improving, testing, operating, clinical research, quality assurance, algorithm development, promoting and marketing Trexo's products and services). "Aggregated Anonymous Data" means data submitted to, collected by, or generated by Trexo in connection with Customer's use of the Licensed Products, but only in aggregate, deidentified, and/or anonymized form which cannot reasonably be linked to an identifiable individual or to Customer. PHI and BAA. If Customer is a United States covered entity or business associate Customer must have a business associate agreement with Trexo before submitting PHI. Without such an agreement Customer agrees not to submit PHI. Customer consents to transfer and storage of data in Canada, the United States and other countries where Trexo or its subprocessors operate subject to applicable law. Information stored outside Canada may be accessible to foreign courts, law enforcement, or national security authorities.

10. Retention. Trexo retains personal information and personal health information only as long as necessary to fulfill the purposes described or as required by law, and will securely delete or deidentify it thereafter, subject to safety, regulatory and legal record keeping requirements.

11. PHIPA service provider. Where Customer is a health information custodian under the Personal Health Information Protection Act of Ontario, Trexo acts as a service provider and handles personal health information only on behalf of Customer and for providing the Licensed Products, support, safety, quality assurance, analytics that are deidentified, and as otherwise permitted by PHIPA or with consent. Trexo will not use identifiable personal information or personal health information for marketing without consent or as otherwise permitted by law.

12. Breach Notice. Trexo will notify Customer without undue delay of a privacy breach involving personal information or personal health information in its custody or control that creates a real risk of significant harm, and will cooperate to meet notification and reporting duties under PHIPA and PIPEDA.

13. Research Use. Trexo may use Deidentified Data and Aggregated Data for research publications and presentations. For any research with identifiable data Trexo will obtain required consents or enter into required agreement and follow applicable law and ethics review requirements.

14. Third Party Services. Customer acknowledges and agrees that the Licensed Products may operate on, with or using application programming interfaces (APIs) and/or other services operated or provided by third parties ("Third Party Services"), including without limitation through integrations or connectors to such Third Party Services that are provided by Trexo. Trexo is not responsible for the operation of any Third Party Services nor the availability or operation of the Licensed Products to the extent such availability and operation is dependent upon Third Party Services. Customer is solely responsible for procuring any and all rights necessary for it to access Third Party Services (including any Customer Data or other information relating thereto) and for complying with any applicable terms or conditions thereof. Trexo does not make any representations or warranties with respect to Third Party Services or any third party providers. Any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider and is governed by such third party's terms and conditions.

15. Term; Termination. This Agreement starts on the earlier of Assessment attendance, Training access, use of Licensed Products or acceptance of order, and continues for the period stated in the applicable order or agreement as renewed under this Section (the "Term"). Following the initial Term, the Agreement shall automatically renew for additional successive periods of equal duration to the initial Term (each, a "Renewal Term") unless either party notifies the other party of such party's intention not to renew no later than thirty (30) days prior to the expiration of the initial Term or then-current Renewal Term, as applicable. In the event of a material breach of this Agreement by either party,

the non-breaching party may terminate this Agreement by providing written notice to the breaching party, provided that the breaching party does not materially cure such breach within thirty (30) days of receipt of such notice. Without limiting the foregoing, Trexo may suspend or limit Customer's access to or right to use the Licensed Products if (i) Customer's account is more than sixty (60) days past due, or (ii) Customer's use of the Licensed Products results in (or is reasonably likely to result in) damage to or material degradation of the Licensed Products which interferes with Trexo's ability to provide access to the Licensed Products to other customers; provided that in the case of subsection (ii): (a) Trexo shall use reasonable good faith efforts to work with Customer to resolve or mitigate the damage or degradation in order to resolve the issue without resorting to suspension or limitation; (b) prior to any such suspension or limitation, Trexo shall use commercially reasonable efforts to provide notice to Customer describing the nature of the damage or degradation; and (c) Trexo shall reinstate Customer's use of or access to the Licensed Products, as applicable, if Customer remediates the issue within thirty (30) days of receipt of such notice. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, accrued payment obligations, ownership provisions, warranty disclaimers, indemnity and limitations of liability. In the case of expiration or termination of this Agreement, upon request by Customer made before, or within thirty (30) days after, the effective date of expiration or termination, Trexo shall make available to Customer a complete download of all Customer Data in a file or database format in Trexo's discretion. Upon termination or expiration of this Agreement, Customer shall promptly cease use of all applicable Licensed Products and, if applicable, shall delete all copies thereof (and, upon request, shall certify such destruction in writing to Trexo. For clarity, any services provided by Trexo to Customer, including the data export set out above, and any assistance in exporting the Customer Data, shall be billable at Trexo's standard rates then in effect.

16. Indemnification. Each party ("Indemnitor") shall defend, indemnify, and hold harmless the other party, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives (collectively, the "Indemnitee") from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys' fees) ("Losses"), that arise from or relate to any claim that (i) Customer's use of the Licensed Products (in the case of Customer as Indemnitor), or (ii) the Licensed Products (in the case of Trexo as Indemnitor), infringe, violate, or misappropriate any third party intellectual property or proprietary right. Each Indemnitor's indemnification obligations hereunder shall be conditioned upon the Indemnitee providing the Indemnitor with: (x) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (y) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (z) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's expense). The foregoing obligations of Trexo do not apply with respect to the Licensed Products or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (a) not created or provided by Trexo (including without limitation any Customer Data), (b) made in whole or in part in accordance to Customer specifications, (c) modified after delivery by Trexo, (d) combined with other products, processes or materials not provided by Trexo (where the alleged Losses arise from or relate to such combination), (e) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (f) Customer's use of the Licensed Products is not strictly in accordance herewith.

17. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE LICENSED PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THE LICENSED PRODUCTS DO NOT PROVIDE MEDICAL DIAGNOSIS OR TREATMENT. CLINICAL DECISIONS REMAIN WITH QUALIFIED PROFESSIONALS.

18. Limitation of Liability. EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS AND FOR CUSTOMER'S BREACH OF SECTIONS 1 OR 7, IN NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR

ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID (OR PAYABLE) BY CUSTOMER TO TREXO HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER.

19. Miscellaneous. This Agreement represents the entire agreement between Customer and Trexo with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Customer and Trexo with respect thereto. The Agreement shall be governed by and construed in accordance with the laws of Ontario, Canada, excluding its conflicts of law rules, and the parties consent to exclusive jurisdiction and venue in the courts of Ontario. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notice to Trexo shall be sent to 6705 Millcreek Dr, Unit 3, Mississauga ON L5N 5M4. Legal notices by email may be sent to legal at trexorobotics dot com. Privacy inquiries and access request may be sent to hello at trexorobotics dot com. Either party may update its address set forth herein by giving notice in accordance with this section. Except as otherwise provided herein, no modification or amendment of any provision of this Agreement shall be effective unless agreed by both parties in writing, and no waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving party. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including, without limitation, the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes lock-outs or labor disruptions; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts. Neither party may assign any of its rights or obligations hereunder without the other party's consent; provided that (i) Trexo may assign all of its rights and obligations hereunder without such consent to a successor-in-interest in connection with a sale of substantially all of such party's business relating to this Agreement, and (ii) Trexo may utilize subcontractors in the performance of its obligations hereunder. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of either party to act with respect to a breach of this Agreement by the other party shall not constitute a waiver and shall not limit such party's rights with respect to such breach or any subsequent breaches.