

NEUROFIT VR INC.

LICENSE AND TERMS OF SALE AGREEMENT

(Software as a Service Subscription Agreement)

Thank you for your interest in using our services!

This Software as a Service Subscription Agreement (“**Agreement**”) is incorporated by reference into each Order and Statement of Work that you may enter into with Neurofit VR Inc., dba, Neurofit, an Ontario corporation (“**Neurofit**”, “**we**”, “**us**”). “**You**” means your employer or the entity you represent and its Affiliates and Users, in accepting the terms of this Agreement or, if that does not apply, you individually. Each of you and us is a “**Party**” and collectively, are the “**Parties**”. Capitalized terms not defined herein shall have the meaning set forth in the applicable Order.

Any User of the Services must be eighteen (18) years old or older to use the Services. If you are accepting this Agreement on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer or such entity to the terms of this Agreement; (ii) you have read and understand the terms of this Agreement; and (iii) you agree to the terms of this Agreement on behalf of the party that you represent.

If you do not have the legal authority to bind your employer or the applicable entity please do not click “I Agree/I Accept/Sign Up” (or similar button or checkbox) that is presented to you. If you do not have such authority, or if you do not agree with the terms of this Agreement, you may not use the Services.

PLEASE NOTE THAT IF YOU SIGN UP FOR THE SERVICES USING AN EMAIL ADDRESS FROM YOUR EMPLOYER OR ANOTHER ENTITY, THEN (A) YOU SHALL BE DEEMED TO REPRESENT SUCH PARTY, AND (B) YOUR CLICK TO ACCEPT WILL BIND YOUR EMPLOYER OR THAT ENTITY TO THIS AGREEMENT.

This Agreement is effective as of the earliest of (i) the date you first click “I Agree/I Accept/Sign Up” (or similar button or checkbox), (ii) or access the Services, or (iii) the effective date set forth on the initial Order (the “**Effective Date**”). This Agreement does not have to be signed in order to be binding. You indicate your acceptance of the terms of this Agreement by clicking “I Agree/I Accept/Sign Up” (or similar button or checkbox) at the time you register for the Services, create an Account, or place an Order. Your right to access and use the Services, whether or not an Order has been signed between you and us, is expressly conditioned on your acceptance of this Agreement. By accessing or using the Services, you agree to be bound and abide by the terms of this Agreement.

Welcome

As part of the Services, Neurofit will provide you with use of the Services, including a browser interface and data encryption, transmission, access and storage. Your registration for, or use of, the Services, whether in connection with a paid, Free Plan, or Trial Period subscription shall be deemed to be your agreement to abide by this Agreement including any materials available on

the Neurofit Website, incorporated by reference herein, including but not limited to Neurofit's privacy and security policies. For reference, a Definitions section is included at the end of this Agreement.

1. Privacy and Security; Disclosure

Neurofit reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. Individual users when they initially log in, will be asked whether or not they wish to receive marketing and other non-critical Service-related communications from Neurofit from time to time. They may opt out of receiving such communications at that time or at any subsequent time by changing their preference under their settings. Note that because the Service is provided as a hosted, online application, Neurofit may occasionally be required to notify all users of the Service (whether or not they have opted out as described above) of important announcements regarding the operation of the Service. Since you are a paying customer of the Service, you agree that Neurofit can disclose the fact that you are a paying customer and the edition of the Service that you are using.

(a) Data Privacy and Compliance

Each party acknowledges that, in connection with this Agreement, it may access or process personal data, including personal health information. Neurofit shall process any personal data received in connection with the Services in compliance with all applicable data protection laws, including without limitation the Personal Information Protection and Electronic Documents Act (PIPEDA) and the Personal Health Information Protection Act, 2004 (PHIPA) in Canada, and applicable United States federal and state privacy laws, including the Health Insurance Portability and Accountability Act (HIPAA) where applicable, and the California Consumer Privacy Act (CCPA). Neurofit shall maintain appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing, as well as against accidental loss, destruction, or damage.

Where you are a healthcare provider or other covered entity subject to HIPAA, Neurofit will enter into a Business Associate Agreement ("BAA") as a separate schedule to this Agreement upon written request, to the extent required by applicable law.

In the event of a data breach affecting personal data, Neurofit shall notify you promptly and within any legally required timeframes, and shall take all reasonable steps to mitigate any resultant harm.

You acknowledge that Neurofit may transfer personal data across borders in providing the Services, including between Canada and the United States. Any such transfer will be subject to safeguards ensuring a level of protection equivalent to that required by applicable law. You represent that you have obtained all necessary consents for the transfer and processing of personal data and agree to comply with any additional instructions provided by Neurofit regarding data protection.

Each party agrees to promptly notify the other in writing of any inquiries, complaints, or regulatory requests relating to the processing of personal data under this Agreement, and to cooperate in resolving such matters.

The obligations set forth in this section are in addition to, and do not replace, any other obligations imposed by applicable privacy and data protection laws.

2. Trial Period

In the event you have been provided with a Trial Period, no fees or charges shall be payable by you during the term of the Trial Period. In that event, Neurofit hereby grants you a non-exclusive, non-transferable, non-assignable limited right to use the Services, subject to the terms of this Agreement, solely for your internal business purposes to evaluate the Services and not for any commercial purposes. This license will expire at the end of the Trial Period. A Trial Period cannot be extended without the express prior written consent of Neurofit. If you would like to use the Services after the Trial Period you must place an Order by delivering a completed Order Form or using our Online Order Center.

2A. Free Plan

Neurofit may offer a Free Plan with limited access to the Services. Use of the Free Plan is subject to all terms and conditions of this Agreement, including but not limited to the privacy, security, intellectual property, and acceptable use provisions herein. The Free Plan is subject to the following additional conditions:

- i. Usage is limited to the maximum number of Active Users specified in the applicable Free Plan documentation, as published on the Neurofit Website or within the Service from time to time;
- ii. Certain features of the Services may be restricted, limited, or unavailable on the Free Plan, as determined by Neurofit in its sole discretion and as communicated through the Service or Neurofit Website;
- iii. Neurofit may require a valid payment method on file as a condition of registering for the Free Plan;
- iv. The Free Plan is provided without any service level commitments. For clarity, the Service is provided on an “as is” basis as further described in Section 17;
- v. Neurofit reserves the right to modify, suspend, or discontinue the Free Plan at any time with thirty (30) days’ written notice.

Conversion from a Free Plan to a paid plan shall be governed by the pricing and terms applicable to the selected paid plan at the time of conversion. All Customer Data (as defined herein) created or stored during the Free Plan period shall be retained and accessible upon conversion to a paid plan, subject to the data retention provisions of this Agreement.

3. License Grant and Restrictions

Subject to any Trial Period or Free Plan, Neurofit hereby grants you a non-exclusive, non-transferable, non-assignable worldwide right to use the Service on one or more Authorized Devices, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by Neurofit and its licensors.

You may not access the Service if you are a direct competitor of Neurofit. In addition, you may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

You shall not (the “**Prohibited Uses**”):

- i. license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way save and except to Authorized Users in accordance with the terms hereof;
- ii. modify or make derivative works based upon the Service or the Content;
- iii. create Internet “links” to the Service or “frame” or “mirror” any Content on any other server or wireless or Internet-based device other than an Authorized Device;
- iv. reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service;
- v. send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;
- vi. send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third-party privacy rights;
- vii. send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
- viii. interfere with or disrupt the integrity or performance of the Service or the data contained therein;
- ix. attempt to gain unauthorized access to the Service or its related systems or networks.

Account Holder licenses cannot be shared or used by more than one individual Account Holder but may be reassigned from time to time to new Account Holders who are replacing former Account Holders who have terminated employment or otherwise changed job status or function and no longer use the Service.

4. Authorized Users

Subject to the terms herein, an Account Holder may authorize a Client to make use of the Services by providing the Client with access to a user profile created within the account of an Account Holder and assigned to the Client. Such authorized Clients are hereinafter referred to individually as an “Authorized User” and collectively as “Authorized Users.”

Any access to or use of the Services by an Authorized User will require, and is conditional upon, the Authorized User's consent to and compliance with Neurofit's then current terms of use. An Account Holder may create user profiles within an account and may authorize Authorized Users for the purpose of making use of the Services, subject to the Active User limits of the applicable plan. User profiles may be created using the "Create User" feature of the Services. User profiles may be edited using the "Manage Users" feature of the Services.

Neurofit reserves the right to prohibit and/or terminate the use of the Services by any Authorized User without notice in the event of such Authorized User's failure to consent to or comply with Neurofit's then current terms of use.

4.1 Use by Minors with Third-Party Providers

If the Services are to be used by an individual under the age of majority (a "Minor"), the Minor's parent or legal guardian (the "Parent") shall be the sole contracting party under this Agreement. By signing this Agreement, the Parent affirms that they have full legal authority to enter into this Agreement on behalf of the Minor and to engage healthcare providers to administer the Services to the Minor.

The Parent may permit an authorized third party, such as a licensed healthcare provider or occupational therapist (the "Provider"), to administer or facilitate use of the Services with the Minor. The Parent acknowledges that any such Provider is not an agent of Neurofit and that Neurofit is not responsible for the acts, omissions, or professional conduct of the Provider. The Parent accepts full responsibility for the Minor's use of the Services and for the Provider's use of the Services on the Minor's behalf.

Neurofit makes the Services available as a digital tool and does not provide healthcare services, clinical advice, or therapeutic direction. All decisions related to care and use of the Services remain with the Parent and any Provider they engage.

5. Your Responsibilities

You are responsible for all activity occurring under your Account Holder accounts and shall abide by all applicable local, provincial, state, national and foreign laws, treaties and regulations applicable to your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.

You shall: (i) notify Neurofit immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Neurofit immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Account Holders or their Authorized Users; and (iii) not impersonate another Neurofit user or provide false identity information to gain access to or use the Service.

6. Account Information and Data

Neurofit does not own any data, information or material that you submit to the Service in the course of using the Service ("**Customer Data**"). You, not Neurofit, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property

ownership or right to use of all Customer Data, and Neurofit shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. Customer Data may include, without limitation, clinical and assessment data, progress records, session information, and any personal or health information of Clients submitted to or generated through the Service by Account Holders or Authorized Users.

In the event this Agreement is terminated (other than by reason of your material breach), Neurofit will make Customer Data available for export in a standard machine-readable format (such as CSV or equivalent) for a period of sixty (60) days following the effective date of termination, provided you submit a written request at or prior to the time of termination. After the sixty (60) day period, Neurofit may delete Customer Data in accordance with its then-current data retention policy. You are solely responsible for maintaining your own copies of Customer Data for regulatory compliance purposes.

Neurofit reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment. Upon termination in accordance with the terms of this Agreement, your right to access or use Customer Data immediately ceases, and Neurofit shall have no obligation to maintain or forward any Customer Data beyond the sixty (60) day period described above.

7. Intellectual Property Ownership

Neurofit alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Neurofit Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the Neurofit Technology or the Intellectual Property Rights owned by Neurofit. The Neurofit name, the Neurofit logo, and the product names associated with the Service are trademarks of Neurofit or third parties, and no right or license is granted to use them.

8. Third-Party Interactions

During use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service and any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. Neurofit and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. Neurofit does not endorse any sites on the Internet that are linked through the Service. Neurofit provides these links to you only as a matter of convenience, and in no event shall Neurofit or its licensors be responsible for any content, products, or other materials on or available from such sites. Neurofit provides the Service to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.

8A. Clinical Disclaimer

The Services are provided as digital tools to support clinical workflows, cognitive rehabilitation activities, and related professional processes. The Services are not a substitute for professional clinical judgment, diagnosis, or treatment. Neurofit does not provide healthcare services, clinical advice, or therapeutic direction. All clinical decisions related to patient or client care, including the selection, administration, and interpretation of activities within the Service, remain solely with the licensed healthcare professional or authorized practitioner.

Neurofit makes no representations or warranties regarding clinical outcomes, therapeutic efficacy, or the suitability of the Services for any specific clinical condition, diagnosis, or patient population. Any outcome data, progress metrics, or reports generated by the Service are intended for informational and documentation purposes only and should not be relied upon as a sole basis for clinical decision-making.

9. Charges and Payment of Fees

Subject to any applicable Trial Period or Free Plan, you shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Fees for the Services are calculated based on the number of Active Users (as defined in Section 27) during each billing period, at the rate specified in your selected pricing plan as published on the Neurofit Website, indicated within the Service billing portal, or as otherwise set forth in the applicable Order Form. Payments must be made in advance unless otherwise mutually agreed upon in an Order Form or through the Online Order Center.

All payment obligations are non-cancelable and, except as expressly set forth herein, all amounts paid are nonrefundable. You are responsible for paying for all Active User fees for the entire billing period in which the Active User was recorded. You must provide Neurofit with a valid credit card or approved purchase order information as a condition to signing up for a paid plan of the Service.

An authorized License Administrator may add licenses or upgrade plans by executing an additional written Order Form or using the Online Order Center. Added or upgraded subscriptions will be subject to the following: (i) added subscriptions will be coterminous with the preexisting License Term (either Initial Term or renewal term); (ii) the applicable fee will be the then-current, generally applicable fee for the selected plan; and (iii) Active Users added in the middle of a billing period will be charged for that full billing period.

Neurofit reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least sixty (60) days' prior written notice to you, which notice may be provided by e-mail. Existing customers on a current paid plan will be provided with a reasonable transition period and any applicable loyalty or migration terms as communicated at the time of the pricing change. All pricing terms are confidential, and you agree not to disclose them to any third party.

10. Data Storage

The Service includes reasonable data storage as part of each paid plan and the Free Plan. Neurofit reserves the right to establish fair-use storage limits and to notify you if your usage materially exceeds typical patterns for your plan type. In the event your storage usage exceeds fair-use limits, Neurofit will notify you and may, upon at least thirty (30) days' written notice, apply the then-current excess storage fees. Neurofit reserves the right to establish or modify its general practices and limits relating to storage of Customer Data.

11. Billing and Renewal

Neurofit charges and collects in advance for use of the Service. Subject to any Trial Period or Free Plan, Neurofit will automatically renew and bill your credit card or issue an invoice to you each billing period (monthly or annually, as applicable) on the subsequent anniversary or as otherwise mutually agreed upon.

(a) Active User Billing

Active User counts are calculated at the end of each billing period based on Neurofit's system records. An Active User is any Authorized User who logs into the Service or for whom activity is recorded within the platform during the billing period, as further defined in Section 27. Customers may review their Active User count and usage details through the self-service billing dashboard available within the Service. Any billing dispute must be raised in writing within thirty (30) days of the invoice date. Neurofit will provide reasonable documentation to support the Active User count upon written request.

(b) Annual Billing

Where an annual billing plan is selected, the full annual fee is due in advance at the start of each annual billing period. Annual plans may be offered at a discounted rate as published in the applicable pricing schedule or Order Form. Early termination of an annual plan does not entitle you to a pro-rata refund unless otherwise expressly specified in the applicable Order Form.

(c) Taxes and Currency

Neurofit fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only Canadian (federal or provincial) taxes based solely on Neurofit's income. Unless Neurofit in its discretion determines otherwise, you will be billed in Canadian dollars (CAD) and subject to Canadian payment terms and pricing schemes.

(d) Billing Information

You agree to provide Neurofit with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. You agree to update this information within thirty (30) days of any change to it. If the contact information you have provided is false or fraudulent, Neurofit reserves the right to immediately terminate your access to the Service in addition to any other legal remedies.

If you believe your bill is incorrect, you must contact us in writing within sixty (60) days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit. Failing delivery of notice as provided herein, all invoices will be deemed to be correct.

12. Non-Payment and Suspension

In addition to any other rights granted to Neurofit herein, Neurofit reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for Active User fees during any period of suspension. If you or Neurofit initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section above. You agree that Neurofit may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

Neurofit reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that Neurofit has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is thirty (30) days or more delinquent.

13. Termination upon Expiration; Modification of Plan

This Agreement commences on the Effective Date. Subject to any applicable Trial Period or Free Plan, the Initial Term will be as you elect during the online subscription process or as otherwise mutually agreed upon in an Order Form, commencing on the date you agree to pay for the Service by completing the online subscription form, or on the start date of the Order Form. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term (or one year, if the Initial Term is greater than one year) at Neurofit's then-current fees.

Either party may terminate this Agreement or modify the Active User count or plan type, effective only upon the expiration of the then-current billing period, by notifying the other party in writing at least thirty (30) days prior to the next renewal date. In the event this Agreement is terminated (other than by reason of your material breach), Neurofit will make Customer Data available for export as described in Section 6. You agree and acknowledge that Neurofit has no obligation to retain Customer Data, and may delete such Customer Data, more than sixty (60) days after the effective date of termination.

14. Termination for Cause

Any breach of your payment obligations or unauthorized use of the Neurofit Technology or Service will be deemed a material breach of this Agreement. Neurofit, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with any of the terms of this Agreement. In addition, Neurofit may terminate a Free Plan account

at any time in its sole discretion. You agree and acknowledge that Neurofit has no obligation to retain the Customer Data, and may delete such Customer Data, if you have breached any of the terms of this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within thirty (30) days of notice of such breach.

15. Representations and Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Neurofit represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online Neurofit help documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

15A. Confidentiality

Each party agrees to hold in confidence all non-public information disclosed by the other party in connection with this Agreement (“**Confidential Information**”), including but not limited to pricing, technical information, product roadmaps, business strategies, customer lists, and Customer Data. Confidential Information shall not be disclosed to any third party without the prior written consent of the disclosing party, except: (i) as required by applicable law, regulation, or court order; (ii) to professional advisors bound by confidentiality obligations; or (iii) to employees or contractors who have a need to know and are bound by confidentiality obligations at least as restrictive as those contained herein.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years, provided that with respect to Customer Data that constitutes personal health information, confidentiality obligations shall survive indefinitely to the extent required by applicable law.

16. Mutual Indemnification

You shall indemnify and hold Neurofit, its licensors and each such party’s parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iii) a claim arising from the breach by you or your Account Holders of the terms of this Agreement, provided in any such case that Neurofit (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release Neurofit of all liability and such settlement does not affect Neurofit’s business or Service); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.

Neurofit shall indemnify and hold you and your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by Neurofit of its representations or warranties; or (iii) a claim arising from breach of the terms of this Agreement by Neurofit; provided that you (a) promptly give written notice of the claim to Neurofit; (b) give Neurofit sole control of the defense and settlement of the claim (provided that Neurofit may not settle or defend any claim unless it unconditionally releases you of all liability); (c) provide to Neurofit all available information and assistance; and (d) have not compromised or settled such claim.

Neurofit shall have no indemnification obligation, and you shall indemnify Neurofit pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, service, hardware or business process(es).

17. Disclaimer of Warranties

NEUROFIT AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. NEUROFIT AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY NEUROFIT AND ITS LICENSORS.

17A. Service Availability

Neurofit will use commercially reasonable efforts to maintain Service availability of at least 99.5% measured on a monthly basis, excluding scheduled maintenance windows and circumstances beyond Neurofit's reasonable control. Scheduled maintenance windows will be communicated at least forty-eight (48) hours in advance when practicable. This availability target is a goal and does not create an independent right to service credits, refunds, or other

remedies. Prolonged or repeated Service unavailability may, at Neurofit's discretion, be addressed through account credits or extended subscription periods on a case-by-case basis.

18. Internet Delays

NEUROFIT'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. NEUROFIT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

19. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. Additional Rights

Certain provinces, states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

21. Local Laws and Export Control

The Services may be subject to Canadian and United States export control laws and regulations. You agree to comply with all applicable export and import laws and regulations, including without limitation the Export and Import Permits Act (Canada) and the Export Administration Regulations (United States). You represent and warrant that you are not located in, under the control of, or a national or resident of any country subject to applicable Canadian or United States trade sanctions or embargoes. The lists of sanctioned countries and designated persons are subject to change without notice.

Neurofit and its licensors make no representation that the Service is appropriate or available for use in locations other than Canada and the United States. If you use the Service from outside Canada or the United States, you are solely responsible for compliance with all applicable local laws, including without limitation export and import regulations. None of the Content, nor any

information acquired through the use of the Service, is or will be used for nuclear activities, chemical or biological weapons, or missile projects, unless specifically authorized by the applicable government authority for such purposes.

22. Notice Period

Neurofit may provide additional software functionality and features which it will describe by sending written email notifications. Such notifications will provide general information about the new features and their intended use and benefits.

23. Modification to Terms

Neurofit reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service or the Neurofit Website. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes. Material changes to pricing or billing terms shall be subject to the notice provisions of Section 9.

24. Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of Neurofit but may be assigned without your consent by Neurofit to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. If you are a corporation, any actual or proposed transfer or assignment, or series of transfers or assignments that results in a change of ownership of more than 50% of the issued voting shares in your corporation shall constitute a change in control and shall be deemed to be an assignment of the terms of this Agreement. Any purported assignment in violation of this section shall be void and shall entitle Neurofit to terminate this Agreement for cause immediately upon written notice.

25. General

With respect to Neurofit customers, this Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the courts of the Province of Ontario, Canada. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and Neurofit as a result of this Agreement or use of the Service. The failure of Neurofit to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Neurofit in writing. This Agreement, together with any applicable Order Form, comprises the entire agreement between you and

Neurofit and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

26. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement (other than payment obligations) where such failure or delay results from circumstances beyond the reasonable control of the affected party, including but not limited to acts of God, natural disasters, pandemic, epidemic, government actions, war, terrorism, civil unrest, power failures, internet or telecommunications failures, or cyberattacks. The affected party shall provide prompt written notice of such event and shall use commercially reasonable efforts to mitigate the impact and resume performance.

27. Definitions

As used in this Agreement and in any Order Forms now or hereafter associated herewith:

- i. **“Account Holder”** means your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by you (or by Neurofit at your request). For clarity, Account Holders are typically the healthcare professionals, practitioners, or administrative personnel employed by or affiliated with your organization who access the Service to manage, administer, or facilitate the use of the platform.
- ii. **“Account Holder Activity”** means all activity by Authorized Users of an Account Holder, as recorded by the Service.
- iii. **“Active User”** means any Authorized User who logs into the Service or for whom activity is recorded within the platform during a given billing period (calendar month or annual period, as applicable). A user who logs in or is assigned activity at any point during a billing period is counted as an Active User for that entire billing period, regardless of the duration or frequency of their usage. Active User counts are determined by Neurofit’s system records and are made available through the self-service billing dashboard within the Service. For the avoidance of doubt, creating a user profile without any subsequent login or recorded activity does not constitute an Active User.
- iv. **“Agreement”** means these online terms of use, any Order Forms, whether written or submitted online via the Online Order Center, and any materials available on the Neurofit Website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by Neurofit from time to time in its sole discretion.
- v. **“Authorized Device”** means any computer, game console, smartphone, tablet or other device used in connection with the Services to which you are being granted access under this Agreement, including the Neurofit Technology and the Content.
- vi. **“Authorized User(s)”** shall have the meaning prescribed at Section 4 hereof.

- vii. **“Client”** means any patient, client, participant, or end-user of an Account Holder who accesses or uses the Service through a user profile created and managed by an Account Holder.
- viii. **“Confidential Information”** shall have the meaning prescribed at Section 15A hereof.
- ix. **“Content”** means the audio and visual information, documents, software, products, cognitive rehabilitation activities, and services contained or made available to you in the course of using the Service.
- x. **“Customer Data”** means any data, information or material provided or submitted by you, your Account Holders, or Authorized Users to the Service in the course of using the Service, including but not limited to clinical data, assessment results, progress records, session information, and any personal or health information of Clients. For the avoidance of doubt, Customer Data does not include aggregated, de-identified, or anonymized data derived from use of the Service that cannot reasonably be used to identify any individual.
- xi. **“Effective Date”** means the earlier of either the date this Agreement is accepted by selecting the “I Accept” option presented on the screen after this Agreement is displayed or the date you begin using the Service.
- xii. **“Free Plan”** means the plan described in Section 2A, providing limited access to the Services at no charge, subject to Active User limits and feature restrictions as published by Neurofit from time to time.
- xiii. **“Initial Term”** means the initial period during which you are obligated to pay for the Service equal to the billing frequency selected by you during the subscription process (e.g., if the billing frequency is monthly, the Initial Term is the first month; if annual, the first year).
- xiv. **“Intellectual Property Rights”** means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.
- xv. **“License Administrator(s)”** means those Users designated by you who are authorized to purchase licenses or select plans online using the Online Order Center or by executing written Order Forms and to create User accounts and otherwise administer your use of the Service.
- xvi. **“License Term(s)”** means the period(s) during which a specified number of Active Users are authorized to use the Service pursuant to the applicable plan, Order Form(s), or subscription.
- xvii. **“Neurofit Technology”** means all of Neurofit’s proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by Neurofit in providing the Service.

- xviii. **“Neurofit Website”** means, collectively, www.neurofit.ca and any derivatives thereof, including without limitation, mobile versions and any app downloadable from www.neurofit.ca or another designated web site or IP address, or ancillary online or offline products and services provided to you by Neurofit, to which you are being granted access under this Agreement, including the Neurofit Technology and the Content.
- xix. **“Order Form(s)”** means the form evidencing the initial subscription for the Service and any subsequent order forms submitted online or in written form, specifying, among other things, the pricing plan, number of Active Users, applicable fees, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail).
- xx. **“Online Order Center”** means Neurofit’s online application that allows the License Administrator designated by you to, among other things, select or modify plans, add additional Active Users to the Service, and manage billing.
- xxi. **“Prohibited Uses”** shall have the meaning ascribed thereto in Section 3 of this Agreement.
- xxii. **“Service(s)”** means the specific edition of Neurofit’s online cognitive rehabilitation and assessment tools, progress tracking, clinical reporting, billing, data analysis, and other services identified during the ordering process, developed, operated, and maintained by Neurofit, accessible via the Neurofit Website or Authorized Devices.
- xxiii. **“Trial Period”** means any period of time, as expressly agreed in writing between the Parties, during which Neurofit has agreed to provide you with the Service(s) on a trial or evaluation basis at no charge.