



1. Agreement to Terms

- 1.1. These terms (“**Terms of Use**”) govern your (“**Authorized User**”) use of 2599408 Ontario, Inc.’s (“**SwoopAI**”) SaaS Products (as defined below) and are by and between you and SwoopAI. By using SwoopAI’s Products, you agree to be bound by these Terms of Use. If you are accessing and/or using SwoopAI’s Products on behalf of a business or other legal entity (“**Organization**”), you understand that you are binding such Organization to these Terms of Use and represent that you have the authority to bind such Organization to these Terms of Use, in which case the terms “Authorized User”, “you” or “your” shall refer to such entity. If you do not have such authority, or if you do not agree with these Terms of Use, you must not approve these Terms of Use and you may not use the SwoopAI Products.
- 1.2. You acknowledge that these Terms of Use, which are incorporated into an order form placed by you for procurement of the Products (“**Order**” and, together with these Terms of Use, the “**Agreement**”), is a contract between you and SwoopAI, even though it is electronic and is not physically signed by you, and it governs your access to and use of the Products. The parties may agree to additional terms and conditions for access and use of the Products as outlined in a written Order executed by duly authorized representatives of each party.

2. Changes to Terms of Use

- 2.1. SwoopAI reserves the right to modify the Terms of Use at any time. In case of any such modification, the updated and/or modified Terms of Use shall be uploaded on SwoopAI’s website and/or emailed to your registered email at your request. Your continued use of the Products after notification of the modified Terms of Use means that you agree to be bound by such modified Terms of Use. If you do not wish to be bound by the modified Terms of Use, then you must no longer use the Products.

3. SwoopAI SaaS Products

- 3.1. SwoopAI’s suite of SaaS offerings are AI-driven proprietary solutions which deliver highly personalized technologies to health care professionals, patients, and consumers through text, voice, and other digital channels (“**Products**”). You understand and agree that SwoopAI’s Products are comprised of proprietary software, programs, configurations, source files or source codes, user interfaces, UX layers, information technology infrastructure, databases, technical data, know-how, methodologies, architecture data, processes, methods, outputs (including but not limited to data, machine learning / AI models) and technical information, all of which are considered SwoopAI’s proprietary and confidential information (“**Swoop Confidential Information**”). As such, except for the limited usage rights granted to you hereunder, no ownership rights are conveyed to you. Title and full ownership of the Products and Swoop Confidential Information (including in each case any enhancements, modifications, or derivative works thereof) are, and shall exclusively remain with, SwoopAI.
- 3.2. SwoopAI may update the underlying data and technology architecture, functionality and user interface comprising the Products from time to time at its sole discretion. As such, SwoopAI may discontinue or decommission former versions of the Products at any time in its sole discretion. We cannot guarantee the continuous, uninterrupted, or error-free operability of the Products. There may be times when all of (or certain features, parts, or content of) the Products become unavailable (whether on a scheduled or unscheduled basis) or are modified, suspended, or withdrawn. Such modifications, suspensions, and withdrawals are in our sole discretion and may be without notice to you. You agree that we will not be liable to you or to any third-party for any unavailability, modification, suspension, or withdrawal of any of the features, parts, or content of the Products.
- 3.3. From time to time, you or an end user may also choose to submit comments, information, questions, data, ideas, description of processes, or other information to SwoopAI which may include SwoopAI’s customization of its Products per your requests (“**Feedback**”). SwoopAI may freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. Feedback will not be considered your or an end user’s confidential information, and nothing herein limits SwoopAI’s right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

4. Service Levels

- 4.1. 99.9% Recovery Time Objective (RTO) of 8 hours and Recovery Point Objective (RPO) of 24 hours, during business support hours (Monday-Friday, 9am-5pm Eastern Time).



- 4.2. Issues classified as highest severity (Critical Production Issues and/or Adverse Event regulatory compliance issues) – 12-hour total resolution time; first response – 3 hours, SLA commencement – 6 hours.
- 4.3. Issues classified as serious severity (e.g., agent functionality issues) – 48-hour resolution time; first response – 8 hours; SLA commencement – 12 hours.
- 4.4. Other issues (e.g. minor issues and product questions) – 7 business day total resolution time except for significant software changes; first response - 24 hours.

5. **License and Restrictions**

- 5.1. During the Subscription Term, as set forth in the applicable Order for the Products to which you have subscribed, SwoopAI grants you a limited, revocable, non-exclusive, non-transferable, royalty-free, license to use the Products subject to your strict compliance with the Agreement. Use of, and access to, the Products shall be limited to the Authorized Users listed in the applicable Order. You are responsible for your access credentials to the Products, and the Organization is responsible for the acts and omissions of its Authorized Users.
- 5.2. You shall not: (a) permit direct or indirect access to or use the Products in a way that circumvents a contractual usage limit or violates the Agreement; (b) attempt to decompile, disassemble, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Products in any respect, or interfere with, or disrupt, tamper with, or compromise the integrity, security or performance of the Products; (c) perform vulnerability tests, network scans, penetration tests, or other investigative techniques on the Products; (d) use the Products in violation of applicable laws, rules and/or regulations; or (e) use the Products to (1) send irrelevant or inappropriate messages to third parties (e.g., spam), (2) upload, send, or store malicious code, including software or content that condones, contains, or links to warez, cracks, hacks, their associated utilities, or other piracy-related information, whether for educational purposes or not, (3) collect sensitive personal information, (4) upload binary files or executable code, or (5) upload content that (A) infringes, misappropriates, or otherwise violates any third party's intellectual property right, (B) aggravates, harasses, threatens, defames, or abuses any third parties (including content that is racist or otherwise extremely offensive to others), (C) contains or contains links to nudity, pornography, obscene content, sex, profanity, or foul language, or (D) contains links to third-party services.
- 5.3. SwoopAI may suspend or terminate access to all or any portion of the Products , in its sole discretion, if it reasonably determines that: (a) there is a threat to, or attack on the Products; (b) your use of the Products disrupts or poses a security risk to the Products or to any other customer or vendor of SwoopAI; (c) you are using the Products for fraudulent or illegal activities, or in contravention of the terms of the Agreement; (d) SwoopAI's provision of the Products is prohibited by applicable law, rules and/or regulations; or (e) any vendor of SwoopAI has suspended or terminated SwoopAI's access to or use of any third-party services or products required to enable your access to the Products. SwoopAI shall have no liability for any damage, liabilities, losses (including any loss of data or profits, or interruption of service), or any other consequences that you may incur because of a suspension or termination under this section 4.3.

6. **Your Data and Product Data**

- 6.1. As between us, the data and content, in the form in which it is submitted by you or end users of the Product licensed to you by SwoopAI, is and shall be owned by you ("Your Data"); provided however, you hereby grant SwoopAI a non-exclusive, fully paid-up, worldwide, royalty-free right to collect, use, copy, store, transmit, modify and create derivative works of Your Data to the extent necessary to provide the Products to you or to make improvements to the Products. SwoopAI considers Your Data to be your confidential information ("Your Confidential Information"), as such, SwoopAI shall implement and maintain technical, organizational, and physical measures designed to protect the confidentiality, integrity and availability of Your Data. Your Data will never be sold, shared or used for any purpose other than to provide the Products to you and assist you with responding to end user requests, or, in an aggregated an anonymized format to make improvements to the Products, and to assist you with responding to end user requests. You may once annually, and during the Subscription Term, submit a written request for an audit report of SwoopAI's data practices which may be fulfilled by a written certification by SwoopAI of its data practices and retention/deletion of Your Data, as requested by you in writing.
- 6.2. Further, you understand that certain usage data is created by your, or your Authorized Users' or end users', use of the Product ("Product Data"), which includes, without limitation, anonymized and de-identified transcript data and reports on user interaction with the Products. As between us, SwoopAI owns such



Product Data and all intellectual property rights therein. SwoopAI may, without limitation, use such Product Data for the purposes of improving the Products and providing additional products and services in the ordinary course of SwoopAI's business.

- 6.3. The Products may be accessed through third-party websites, contain links to third-party websites or services or otherwise re-direct you to other third-party websites, applications or services (collectively, the "Linked Websites") that are not owned or under our control. We are not responsible for any Linked Website, including, but not limited to, any content contained in a Linked Website or any changes or updates to a Linked Website. The Linked Websites may require you to agree to additional terms and conditions between you and such third party. When you access the Products through a Linked Website, or click on a link to a Linked Website, you may be subject to the terms and conditions (including privacy policies, if and as applicable) of another website or destination. WE ARE NOT RESPONSIBLE FOR ANY SUCH TERMS AND CONDITIONS OR ANY DAMAGES YOU MAY INCUR BY USING THE LINKED WEBSITES. We do not review, approve, monitor, endorse, warrant or make any representations with respect to the Linked Websites or their products or services.

7. Payment

- 7.1. You agree to pay all amounts set forth in the applicable Order. Unless otherwise specified in your Order, you will pay all amounts in U.S. dollars at the time you place your Order, or such other currency or payment period set forth in your Order. Other than as expressly set forth in section 7.2, all amounts are non-refundable, non-cancelable and non-creditable. Your payments under these Terms of Use exclude any taxes or duties payable in respect of the Products in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by SwoopAI, you must pay to SwoopAI the amount of such taxes or duties in addition to any fees owed under your Order(s).
- 7.2. Unpaid invoices are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

8. Confidentiality

- 8.1. Each party agrees to retain in confidence all non-public information, trade secrets and know-how disclosed by a party pursuant to these Terms of Use which is either designated as proprietary and/or confidential, or by the nature of the circumstances surrounding disclosure, should reasonably be understood to be confidential (the "**Confidential Information**"). Confidential Information includes but is not limited to Your Confidential Information and Swoop Confidential Information. Each party agrees to: (i) preserve and protect the confidentiality of the Confidential Information; (ii) refrain from using the Confidential Information except as contemplated herein; and (iii) not disclose the Confidential Information to any third party except to employees, vendors and agents as is reasonably required in connection with the exercise of its rights and obligations under these Terms of Use (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein executed in writing by such employees, vendors and agents). Notwithstanding the foregoing, a party may disclose Confidential Information which is: (i) already or later becomes publicly known; (ii) discovered or created by a party without reference to the Confidential Information; (iii) otherwise known to a party through no wrongful conduct; or (iv) required to be disclosed by law or court order.

9. Term and Termination

- 9.1. The one (1) year Subscription Term will commence upon the date specified in the applicable Order and shall remain in effect until its expiration or termination in accordance with this section 7. Unless otherwise provided in the applicable Order, at the end of a Subscription Term this Agreement shall automatically renew for subsequent one (1) year Subscription Terms unless either party provides the other party with written notice of its intent not to renew the Subscription Term at least 45 days prior to the expiration of the then-current annual Subscription Term.
- 9.2. You may terminate these Terms of Use and any associated Order(s) by providing SwoopAI a written termination notice in the event SwoopAI is found to have violated the intellectual property rights of a third party or is in violation of applicable laws ("**Material Breach**"). In the event you terminate these Terms of Use and thereby any associated Orders due to SwoopAI's Material Breach, SwoopAI shall have thirty (30) days to cure such violation. In the event SwoopAI is unable to cure the Material Breach within the cure period, it shall issue a pro rata refund of any amounts paid by you attributable to the months in which the Material Breach existed.



- 9.3. Upon any termination of these Terms of Use or expiration of your Order(s): (a) all licenses granted by SwoopAI to you herein shall automatically terminate; (b) all Authorized Users shall cease using the Products; (c) you shall pay all outstanding undisputed fees payable as of the effective date of termination or expiration; and (d) SwoopAI shall make available a portal whereby you may download Your Data for a period of 60 days commencing from the date of termination or expiration.
- 9.4. Except for terminations pursuant to Section 7.2 due to SwoopAI's uncured material breach, no cancellation, expiration, or termination will affect your obligation to pay all fees for the annual Subscription Term. Upon the effective date of such cancellation, expiration or termination, any unpaid amounts owing for the annual Subscription Term will become automatically due and owing and must be paid to SwoopAI within 30 days of the effective date of such cancellation, expiration or termination of this Agreement.

10. Warranties and Exclusions

- 10.1. If your use of the Products is determined to infringe on a third party's intellectual property right, or SwoopAI reasonably believes such use will be infringing, SwoopAI shall have the right, at its sole option, to obtain for you the right to continue use of the applicable Products or to replace or modify the Products so that it is no longer infringing. If neither of the foregoing options is reasonably available, then use of the applicable Products may be terminated at the option of SwoopAI, and SwoopAI's sole liability shall be to refund any prepaid fees for the Products that were to be provided. Except as set forth in section 9.1 below, the foregoing states SwoopAI's entire liability and your exclusive remedy for infringement, whether such action, claim or proceeding is based on breach of warranty or any other cause of action.
- 10.2. SwoopAI is not liable to you or any third-party for any claims or losses related to: (a) your misuse of the Products; (b) use of the Products with third party data, software or hardware which is incompatible with the Products or not authorized in writing by SwoopAI; (c) reduced performance or non-availability of the Products as a result of network connections or other circumstances outside of its control, including issues caused by a third party service or denial of service attack; and (d) errors in the Products resulting from your configuration or manipulation or modification that is not specifically authorized herein.
- 10.3. You represent, warrant and agree that you: (a) will not, and will not permit any third party to engage in the operation of any business using the Products that is illegal; (b) with respect to Your Data, have provided necessary disclosures and/or obtained prior written consent and permission to supply Your Data to SwoopAI; and (c) you shall not and shall not cause any third party to compete with SwoopAI by creating and providing offerings that provide features and functionality similar to the features and functionality of the Products.
- 10.4. It shall be your sole responsibility for determining the suitability of the Products for your use. SwoopAI does not make any representations or guarantees regarding achieving certain outcomes, uptime or availability of the Products unless specifically agreed to herein. You understand and agree that it is your responsibility to ensure that the systems, technology and equipment used to access the Products are compatible with the Products licensed to you.
- 10.5. EXCEPT AS EXPRESSLY STATED HEREIN, SWOOPAI MAKES NO, AND HEREBY DISCLAIMS ANY, REPRESENTATION, WARRANTY OR GUARANTY, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE PRODUCTS INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY: (1) OF MERCHANTABILITY; (2) OF FITNESS FOR A PARTICULAR PURPOSE; (3) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. THE PRODUCTS ARE PROVIDED "AS IS". SWOOPAI MAKES NO WARRANTY THAT THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE, THAT ALL DEFECTS WILL BE CORRECTED.

11. Indemnification

- 11.1. SwoopAI shall defend and indemnify you against any third-party claim and final judgements rendered against you alleging that your use of the Products infringes on a third-party's U.S. copyright, patent or trademark provided that: (a) you promptly give SwoopAI written notice of the claim; (b) give SwoopAI sole control of the defense and settlement of the claim; and (c) provide SwoopAI all reasonable assistance necessary with respect to the claim. Notwithstanding the foregoing, SwoopAI shall not be required to indemnify or defend you or any third party" in the event of: (d) modifications to the Products not performed by SwoopAI; (e) your use of the Products in a manner inconsistent with or not authorized by the Agreement; or (f) your use of the Products in combination with any other product or service not provided by SwoopAI.



11.2. You shall indemnify, defend and hold SwoopAI harmless from any losses, claims, judgments or other liability of any type (including reasonable attorneys' fees) arising out of your or your Authorized Users' or end Users': (a) violation of these Terms of Use; (b) infringement of a third party's intellectual property rights by any of Your Data, materials, or other items provided to SwoopAI by you or your representatives or agents; and (c) your violation of applicable law, rules and/or regulations.

12. Limitation of Liability

12.1. THE AGGREGATE LIABILITY OF SWOOPAI, ITS AFFILIATES AND SUBSIDIARIES FOR ALL MATTERS AND/OR CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR ITS SUBJECT MATTER WILL NOT EXCEED THE LESSER OF (A) \$20,000, OR (B) THE AMOUNT PAID BY YOU TO SWOOPAI PURSUANT TO THE APPLICABLE ORDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES UNDER THE ORDER TO WHICH SUCH LIABILITY RELATES. IN NO EVENT SHALL SWOOPAI ITS AFFILIATES AND SUBSIDIARIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR COSTS OF SUBSTITUTE SERVICES) SUFFERED BY YOU OR ANY THIRD-PARTY, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY, OR HAS CONSTRUCTIVE KNOWLEDGE, OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THE EXCLUSIONS AND/OR LIMITATIONS OF LIABILITY SET FORTH IN THIS PROVISION FORM AN ESSENTIAL PART OF SWOOPAI'S DECISION TO PROVIDE THE PRODUCTS TO YOU AND YOUR USE THEREOF. THESE TERMS OF USE SHALL NOT CONVEY UPON ANY THIRD PARTY ANY RIGHTS HEREUNDER, AND NO THIRD PARTY SHALL BE DEEMED A THIRD-PARTY BENEFICIARY HEREOF.

13. Miscellaneous

13.1. To the extent that any adverse event or product complaint is provided by your customer(s), such information will be recorded and included in the transcripts of conversations that are made available to you. SwoopAI shall not have any other obligations related to safety reporting, reconciliation, or pharmacovigilance. You have the sole responsibility for complying with any reporting or documentation requirements of any information contained in any transcripts generated via the Product.

14. Governing Law; Jurisdiction

14.1. These Terms of Use will be governed by and construed in accordance with the applicable laws of the State of New York, USA, without giving effect to the principles relating to conflicts of laws. You irrevocably agree that any legal action, suit or proceeding must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the State or Federal court in New York, New York, USA, and you irrevocably submit to the sole and exclusive personal jurisdiction of the courts in New York, New York, USA, generally and unconditionally, with respect to any action, suit or proceeding.