

END USER LICENSE AGREEMENT AND TERMS OF SERVICE

(the "Agreement")

Thank you for downloading and using our Mobili-T™ software tool, including updates and new releases that will be made available to you from time to time (the foregoing and all intellectual property rights therein are referred to as the "**Software Tool**") and Documentation (as defined herein) which are designed to assist you with your swallowing exercises.

This Agreement is a legal agreement between you (the "Client", "you", "your", and similar expressions) and True Angle Medical Technologies Inc. ("True Angle", "us", "our", "we", and similar expressions). By clicking "I Agree," indicating acceptance electronically, installing, accessing, or using the Software Tool and Documentation, you agree to these terms. If you do not agree to this Agreement, then you may not use the Software Tool and Documentation.

1. Interpretation

(a) In this Agreement, the following terms have the meaning given below:

"Confidential Information" shall mean all non-public, proprietary, confidential information pertaining to or concerning True Angle including (i) the Software Tool and Documentation; (ii) all confidential information relating to the business and affairs of True Angle, including all information relating to its operations and technology, and (ii) the logic, structure, sequence and organisation of the Software Tool, provided that and it shall not include any information that: (i) is or becomes publicly available without a breach of this Agreement; (ii) was lawfully known to the Client without an obligation to keep it confidential; (iii) is received from another source that can disclose it lawfully and without an obligation to keep it confidential; or (iv) is independently developed by the Client.

"Derivatives" means intellectual property made, invented, created, obtained, conceived of, reduced to practice, fixed in a tangible medium of expression that embody, incorporate any substantial part of, or are material enhancements or improvements to the Software Tool or the Documentation.

"Documentation" means any instruction manuals and on-line help files regarding the use of the Software Tool, and the specifications, if any, in relation to the Software Tool, all documentation and information, including, without limitation, copies of all user manuals.

"Site" means www.trueanglemedical.com or any other or successor website owned, operated, or controlled by True Angle to provide the Software Tool or information about True Angle's products and services.

(b) For purposes of this Agreement: (a) the words "include", "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein", "hereof", "hereby", "hereto" and "hereunder" refer to the Terms of Service as a whole; and (d) whenever the singular is used, the same will include the plural, and, whenever the plural is used, the same will include the singular, where appropriate. The definitions given for any defined terms will apply equally to both the singular and plural forms of the terms defined.

(c) The headers and any sidebar text are provided only to make this Agreement easier to read and understand. The fact that we wrote this Agreement will not affect the way our agreement with you is interpreted.

2. License and Grant of Rights, Terms of Use

(a) **Access and License.** As long as Client meets any applicable payment obligations and complies with this Agreement, True Angle hereby grants to the Client access and use of the Software Tool and a limited, personal, non-exclusive, non-transferable, revocable license to download and use the Software Tool and any Documentation for the duration of this Agreement for the Client's personal use on the Client's personal mobile device. If Client discontinues paying ongoing

subscription license fees, its use will be restricted to the “basic” version of the Software Tool. The Client does not have any right to access or license to the Software Tool or the Documentation other than that which is expressly provided to the Client in this Agreement. Except for the limited license granted hereunder, True Angle retains all rights, title, and interest in and to the Software Tool and the Documentation, including any and all intellectual property rights contained therein.

- (b) **Additional Terms.** You must read, agree with, and accept all of the terms and conditions contained or referenced in this Agreement, including our Privacy Policy and any of our other applicable terms, conditions, or policies before you sign up for an Account or use our Software Tool (collectively, the “**Additional Terms**”). Any new features or tools which are added to the Software Tool shall be also subject to this Agreement and the Additional Terms.

3. Restrictions on Grant

- (a) **Acceptable Use.** The Software Tool and the Documentation have been developed by True Angle and contain Confidential Information and certain proprietary information, including but not limited to techniques and processes that are protected under copyright, trade secret and other intellectual property laws. Except as otherwise specifically permitted in this Agreement, the Client may not: (a) modify or create any Derivatives of the Software Tool or the Documentation, including translation or localization; (b) copy or otherwise reproduce the Software Tool, the Documentation, or any aspect thereof, except as provided in this Agreement or elsewhere, in writing, by True Angle (and for clarity, the Client may copy any targets, feedback, and tracking provided by the Software Tool, including by taking screen shots or screen prints, and may disclose such information to his or her medical professional(s)); (c) reverse engineer, decompile, modify, translate, reverse-compile, disassemble, reverse assemble, create Derivatives, or otherwise attempt to derive the source code for the Software Tool, the Documentation, or any parts thereof (except to the extent applicable laws specifically prohibit such restriction); (d) transfer the Software Tool, the Documentation, or any parts thereof under any circumstances; (e) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols, labels, notices, warnings, or disclaimers in or from the Software Tool or the Documentation; (f) loan, rent, lease, give, sell, sublicense, assign, or otherwise transfer the Software Tool or the Documentation, in whole or in part, to any other person, or grant or otherwise transfer or attempt to transfer any rights in, under or to the Software Tool or the Documentation; (g) use the Software Tool to process data for any third party or use or permit the use of the Software Tool or the Documentation to operate a service bureau; or (h) use or permit the use of the Software Tool or the Documentation for any purpose other than the intended purpose contemplated hereunder.
- (b) **Breaches.** Failure to comply with the Agreement, Additional Terms, or any of the restrictions herein will result in automatic termination of this Agreement and the license granted hereby, and will make available to True Angle certain remedies at law, or in equity, under this Agreement. The Client acknowledges that such failure to comply may cause irreparable injury to True Angle for which True Angle would be entitled to seek injunctive relief.

4. Use

- (a) **Own Use.** The Software Tool and the Documentation are hosted or otherwise provided by True Angle or its third party service provider. The Client may access and use the Software Tool and the Documentation over the Internet from any connected mobile device. The Client assumes full responsibility for the selection of the Software Tool to achieve the results intended by the Client, the access to and use of the Software Tool and the Documentation, and the results of use of the Software Tool and the Documentation.
- (b) **Account Registration.** To access and use the Software Tool, you must register for an account with True Angle through the registration process on our Site or within the Software Tool, through our authorized support personnel, or the other means of creating an account provided to you through the Software Tool (an “**Account**”). To create an Account, you may need to provide your full legal name, current address, phone number, a valid email address, and any other information we require. We may reject your application for an Account, or cancel an existing Account, for any reason, in our sole discretion.

- (c) **Age Limitation.** You must be the older of 18 years or the age of majority in the jurisdiction where you reside and from which you use the Software Tool to open an Account. You may not sign up for, or have any access to, an Account if doing so would violate any applicable laws or regulations of Canada or the laws and regulations of any jurisdiction applicable to you. By signing up for an Account, you represent and warrant that you meet the conditions for having an Account with us and acknowledge that we are relying on this representation and warranty. If you sign up for an Account on behalf of someone else, you represent and warrant that you have the authority to accept this Agreement on behalf of that person.
- (d) **Communications.** You acknowledge that we will use the email address, phone number, and other contact information you provide when you open an Account or as updated by you from time to time as the primary method(s) for communication with you regarding your Account and use of the Software Tool. You consent to receiving communications from us for such purposes. We may also contact you through any communication methods provided within the Software Tool.
- (e) **Security of Account.** You are responsible for keeping your Account secure. We cannot and will not be liable for any loss or damage from your failure to maintain the security of your Account, including any password or single sign-on integration you use to access your Account.
- (f) **Inactivity.** If your Account is inactive for twelve (12) or more months, we may terminate the Account. Once your Account is terminated, whether by you or us, you acknowledge and agree that we may permanently delete your Account and all the data associated with it.
- (g) **Account Ownership Disputes.** In the event of a dispute regarding Account ownership, we have the right to request documentation to determine the appropriate Account ownership. Documentation may include things such as a scanned copy of your government issued photo identification or the account number associated with a connected service or account, such as an account associated with any method of payment we have for you. We have the right to determine, in our sole judgment, who the rightful Account owner is and transfer an Account to that person. If we are unable to reasonably determine the rightful owner of an Account, without prejudice to our other rights and remedies, we have the right to temporarily disable an Account until you and the other party in the dispute have resolved the question of who the rightful owner may be.
- (h) **Technical Support.** Technical support regarding the Software Tool is only provided to Account holders and their authorized representatives through the support tools and contact methods provided through the Software Tool or on the Site.
- (i) **Third Party Services.** The Software Tool may allow you to access or acquire products, services, websites, links, content, material, and offers from independent third parties (companies or people who are not us) ("**Third-Party Services**"). Our Software Tool also helps you find, make requests to, or interact with Third-Party Services or allow you to share your Data (as defined below) with them, and you understand that by using our Software Tool you are directing us to make Third-Party Services available to you. The Third-Party Services may present you with a privacy policy or require you to accept their terms before you can access those Third-Party Services. You should review the third-party terms and privacy policies before acquiring, using, or requesting the Third-Party Service. Any third-party terms do not modify this Agreement. We do not license any intellectual property to you as part of any Third-Party Services. You agree to assume all risk and liability arising from your use of these Third-Party Services and that we are not responsible for any issues arising out of your use of them. We are not responsible or liable to you or others for information or services provided by any Third-Party Services or for your use of Third-Party Services.
- (j) **App Stores.** When you download the Software Tool through the Apple App Store, Google Play, or any other app store or distribution platform on which we may the Software Tool available (an "**App Provider**"), you acknowledge and agree that: (i) this Agreement is between us and you, and that we are responsible for the Software Tool, not the App Provider; (ii) the App Provider has no obligation to provide maintenance and support services or handle any warranty claims; (iii) the App Provider is not responsible for addressing any claims you or any third-party have relating to the Software Tool; and (iv) the App Provider is a third-party beneficiary of this Agreement regarding your use of the Software Tool.

- (k) **Beta Services.** We may make certain services or functionalities available to you prior to such services or functionalities' commercial release (the "**Beta Services**"). Beta Services are intended for evaluation purposes and not for production use and are generally identified to Clients as being Beta Services. We grant you a limited right to use the Beta Services for beta testing purposes during the applicable testing period. We reserve the right to modify the Beta Services or terminate your participation in the beta testing for any reason, without liability, but will use commercially reasonable efforts to provide you with reasonable advance notice of such termination. You may provide suggestions, comments, or other feedback with respect to the Beta Services to us, including ideas for modifications and enhancements, all of which shall be considered Feedback. You assign to us all right, title and interest in and to Feedback regarding Beta Services. We may use your Feedback on Beta Services in advertising and promotional materials. You acknowledge and agree that the Beta Services are not at the level of performance or compatibility of a final, generally available product offering, and may be substantially modified prior to commercial availability, or withdrawn. We are under no obligation to provide technical support with regards to the Beta Services, and we provide no assurance that any specific errors or performance issues in the Beta Services will be corrected. Without limiting any other limitation of liability or disclaimer of warranty provided in this Agreement, you acknowledge and agree that the Beta Services are provided on an "as is" and "as available" basis without any warranties or conditions of any kind, whether express, implied, statutory, or otherwise. Use of the Beta Services is at your sole risk. In no event will we be liable to you for any damage whatsoever arising out of the use of or inability to use the Beta Services.
- (l) **Availability.** We reserve the right to modify or terminate the Software Tool for any reason, without notice at any time. Not all Software Tool features are available in every jurisdiction, and we are under no obligation to make the Software Tool or features available in any jurisdiction. We reserve the right to refuse service to anyone for any reason at any time. The Software Tool, Third-Party Services, or other services or products offered through the Software Tool may be unavailable from time to time, may be offered on a limited basis, or may vary depending on your region. We strive to keep the Software Tool up and running; however, all online services suffer occasional disruptions and outages, and we are not liable for any disruption or loss you may suffer as a result. In the event of an outage, you may not be able to retrieve your Data that you have stored. We recommend that you regularly backup your Data that you store on the Software Tool or that you have connected with Third-Party Services. We are not liable for any loss of Data resulting from any outage of the Software Tool.

5. Payment Terms

- (a) **Applicability.** Not all use of the Software Tool requires a payment for access and use. However, if a part of or the whole of the Software Tool requires payment for access, we will tell you before you may access that part of the Software Tool. If you purchase a paid aspect of the Software Tool, then these payment terms apply to your purchase, and you agree to these terms.
- (b) **Charges.** If there is a charge associated with a portion of the Software Tool, you agree to pay that charge in the currency specified. The price stated for the Software Tool excludes all applicable taxes and currency exchange settlements, unless stated otherwise. You are solely responsible for paying such taxes or other charges. Taxes are calculated based on your location at the time your Account was registered unless local law requires a different basis for the calculation. We may suspend or cancel your use of the Software Tool if we do not receive an on time, full payment from you. Suspension or cancellation of your use of the Software Tool for non-payment could result in a loss of access to and use of your Account and its content. Connecting to the Internet via a corporate or other private network that masks your location may cause charges to be different from those displayed for your actual location. Depending on your location, some transactions might require foreign currency conversion or be processed in another country. Your bank might charge you additional fees for those services when you use a credit card or other payment method.
- (c) **Your Billing Account.** To pay the charges for your use of the Software Tool, you will be asked to provide a payment method at the time you sign up for that paid use of the Software Tool. You agree to permit us to use any updated payment account information regarding your selected payment

method provided by your issuing bank or the applicable payment network. You agree to promptly update your Account and other information, including your email address and payment method details, so we can complete your transactions and contact you as needed in connection with your transactions. Changes made to your billing account will not affect charges we submit to your billing account before we could reasonably act on your changes to your billing account.

- (d) **Billing.** By providing us with a payment method, you (i) represent that you are authorized to use the payment method you provided and that any payment information you provide is true and accurate; (ii) authorize us to charge you for the paid portion of the Software Tool or available content using your payment method; and (iii) authorize us to charge you for any paid feature of the Software Tool you choose to sign up for or use while this Agreement is in force. We may bill you (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) on a recurring basis for subscription services, each according to the invoicing schedule we present to you at the time you purchase a paid portion of the Software Tool or pursuant to an order form you enter into with us for such services.
- (e) **Recurring Payments.** When you purchase access to the Software Tool on a subscription basis, you agree that you are authorizing recurring payments and payments will be made to us by the method and at the recurring intervals you have agreed to, until the subscription for that portion of the Software Tool is terminated by you or by us. You must cancel your subscription access to the Software Tool before the next billing date to stop being charged. By authorizing recurring payments, you are authorizing us to process such payments as either electronic debits or fund transfers, or as electronic drafts from your designated account, or as charges to your designated account (for credit card or similar payments) (collectively, "**Electronic Payments**"). Subscription fees are charged in advance of the applicable subscription period, unless otherwise indicated at the time of purchase. If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, we or our service providers reserve the right to collect any applicable return item, rejection, or insufficient funds fee, and process any such payment as an Electronic Payment.
- (f) **Online Statement and Errors.** We will provide you with an online billing statement or emailed invoice for any paid access to the Software Tool you use and for which you have paid. If we make an error on your billing statement or invoice, you must tell us within 90-days after the error first appears on your billing statement or invoice. We will then promptly investigate the charge. If you do not tell us within that time, you release us from all liability and claims of loss resulting from the error and we will not be required to correct the error or provide a refund, unless otherwise required by law. If we identify a billing error, we will correct that error within 90-days. This policy does not affect any statutory rights that may apply.
- (g) **Refund Policy.** Unless otherwise provided by law or as stated in this Agreement, all purchases are final and non-refundable except as stated in our Refund Policy available at <https://shop.trueanglemedical.com/policies/refund-policy>. This refund policy does not affect any statutory rights that may apply.
- (h) **Cancelling the Services.** You may cancel paid access to the Software Tool at any time, with or without cause, subject to any restrictions we present to you at the time of your purchase. Cancelling paid access to the Software Tool stops future charges. You should refer back to the offer or order form describing the paid access to the Software Tool as (i) you may not receive a refund at the time of cancellation; (ii) you may be obligated to pay cancellation charges; (iii) you may be obligated to pay all charges made to your billing account for the paid access to the Software Tool before the date of cancellation; and (iv) you may lose access to and use of your Account when you cancel paid access to the Software Tool. If you cancel, your access to the paid access to the Software Tool ends at the end of your current paid period or, if we bill your account on a periodic basis, at the end of the period in which you canceled.
- (i) **Trial-Period Offers.** If you are taking part in any trial-period offer, you may be required to cancel the trial paid access to the Software Tool within the timeframe communicated to you when you accepted the offer to avoid being charged at the end of the trial period.
- (j) **Promotional Offers.** From time to time, we may offer paid access to the Software Tool according to promotional terms or pricing we describe to you at the time of the promotion. We reserve the right to

charge you for such paid access to the Software Tool at the normal rate if we determine, in our reasonable discretion, that you are abusing the terms of the offer.

- (k) **Price Changes.** We may change the price of paid access to the Software Tool at any time and if you have a recurring purchase, we will notify you by email, or other reasonable manner, at least 90 days before the price change. If you do not agree to the price change, you must cancel and stop using the paid access to the Software Tool before the price change takes effect. If there is a fixed term and price for your offer, that price will remain in force for the fixed term.
- (l) **Payments to You.** If we owe you a payment, then you agree to timely and accurately provide us with any information we need to get that payment to you. You are responsible for any taxes and charges you may incur as a result of this payment to you. You must also comply with any other conditions we place on your right to any payment. If you receive a payment in error, we may reverse or require return of the payment. You agree to cooperate with us in our efforts to do this. We may also reduce the payment to you without notice to adjust for any previous over-payment.

6. Intellectual Property

- (a) **Rights Regarding the Software Tool.** The Software Tool is not open source, and does not contain open source software; it is commercial software. Title, rights, interest, and ownership in, of and to the Software Tool, including any and all past, present, and future versions of the Software Tool, any Documentation associated with the Software Tool, any and all parts of the programming contained therein, and all copies thereof, including intellectual property rights therein, are owned by and shall remain with True Angle. The Software Tool and the Documentation are copyrighted and are protected by international copyright laws and treaty provisions and trade secrets. The Client agrees to prevent any unauthorized copying of the Software Tool and the Documentation. Except as expressly provided herein, True Angle does not grant any express or implied right to the Client under True Angle's copyrights, trademarks, trade secrets, or other intellectual property rights. The Software Tool and Documentation may have security components that protect digital information contained within them to be used only as authorized by True Angle.
- (b) **Trademarks.** True Angle's trademarks (whether registered or unregistered), trade names, service marks, graphics, and logos (collectively, the "**Marks**") used in connection with the Software Tool are True Angle's property. Other trademarks, trade names, service marks, graphics, and logos used in connection with the Software Tool are the property of their respective owners (collectively "**Third-Party Marks**").
- (c) **Survival of Rights.** This section shall survive any variation, renewal, termination, or expiration of this Agreement.

7. Confidentiality

- (a) **Scope.** In relation to Confidential Information, the Client shall: (i) not disclose such Confidential Information to any other person; (ii) keep such Confidential Information confidential; (iii) not use any Confidential Information for any purpose other than the performance of his or her obligations or exercise of his or her rights under this Agreement; and (iv) not transfer, copy, disclose, provide or otherwise make available such Confidential Information in any form to any third party without True Angle's prior written consent. Except as expressly provided herein, True Angle does not grant any express or implied right to the Client under True Angle's Confidential Information.
- (b) **Survival of Confidentiality Obligations.** This section shall survive any variation, renewal, termination, or expiration of this Agreement. However, the Client may disclose Confidential Information if required to comply with a court order or government demand that has the force of law. Before doing so, the Client shall, when possible, give True Angle enough prior notice to provide a reasonable opportunity for True Angle to seek a protective order.
- (c) **Equitable Remedies.** The Client understands and agrees that a violation of this section will result in irreparable harm to True Angle that cannot be adequately remedied by monetary damages alone. The Client further acknowledges and agrees that, in the event of a violation of this section, True Angle may seek any equitable remedies from a court of competent jurisdiction, including injunctive relief.

8. Information Collected

- (a) **Your Data.** Your privacy is important to us. Please read our Privacy Policy as it describes the types of data we collect from you and your devices ("**Data**"), how we use your Data, and the legal bases we have to process your Data. Your Data includes the swallowing exercise targets, performance feedback, and adherence tracking through your use of the Software Tool and your demographics, exercise sessions, health, and medical conditions. True Angle will use such Data to provide the Software Tool and our services to you, for research and analysis purposes, to develop and improve our products (including refining its swallowing detection algorithm), and for marketing our products.
- (b) **Rights to Data.** We do not claim any intellectual property rights over your Data. Your Data remain yours and you are responsible for your Data. You represent and warrant that for the duration of this Agreement, you have (and will have) all the rights necessary for your Data that are uploaded, stored, or shared on or through the Software Tool and that the collection, use, and retention of your Data will not violate any law or rights of others. You are responsible for compliance of the Data with any applicable laws or regulations and this Agreement. We have no liability for or regarding Data. We may, but have no obligation to, remove Data and suspend or terminate Accounts if we determine in our sole discretion that Data violate this Agreement. We do not pre-screen Data and it is in our sole discretion to refuse or remove any Data from the Software Tool at any time. You can remove your Data at any time by deleting your Account.
- (c) **Aggregate Data.** We may aggregate and anonymize Data such that the Data may not be personally identifiable to you on its own or in combination with other data sets ("**Aggregate Data**"). Between you and us, we own all such Aggregate Data and all intellectual property rights in and to the Aggregate Data. Without limiting the generality of the foregoing, we may use Aggregate Data to improve or provide the Software Tool and our other products and services, create Derivatives or new products, develop analytics and benchmarking reports and tools for our and others' use, and for any other use allowed under applicable law.

9. Termination

- (a) **Termination by You.** The Client may terminate this Agreement at any time by permanently ceasing to access and use the Software Tool and the Documentation.
- (b) **Breach.** This Agreement and the license rights hereunder will terminate automatically if the Client breaches any of the terms or conditions of this Agreement, and, upon True Angle's written notification to the Client of such breach, the Client shall promptly stop accessing and using the Software Tool and the Documentation.
- (c) **Effect of Termination.** Upon termination of this Agreement, the rights and obligations of the parties shall cease except as expressly set forth in this Agreement. Upon termination, the Client will: (i) discontinue use of the Software Tool and the Documentation; and (ii) destroy documentation and records in the Client's possession, including the Documentation, the Confidential Information, and all copies thereof.
- (d) **Deletion of Data.** Upon termination or expiration of this Agreement, except as may be required by applicable law, True Angle is not responsible for removing any of the Client's Data from its database or records or cause it to remove Client's information from the records of any third party (such as the Client's medical professional(s)) to which the Client may have disclosed such information.

10. No Warranties and Disclaimer

- (a) THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND EXCEPT WHERE EXPRESSLY STATED IN THIS AGREEMENT, TRUE ANGLE HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OR CONDITIONS IN RESPECT OF QUALITY, CONDUCT, PERFORMANCE, RELIABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES AND CONDITIONS, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO THE CLIENT IN THOSE JURISDICTIONS.

- (b) True Angle is not responsible for problems caused by changes in the operating characteristics of the hardware or operating system software of the mobile device that the Client is using to access the Software Tool or the Documentation, nor for any problems in the interaction of the Software Tool or the Documentation with non-True Angle software. The Client shall bear sole responsibility for the proper use and operations, privacy protections, condition, maintenance, and routine servicing, of such equipment and software. Furthermore, Client acknowledges and agrees that your use of the Software Tool will utilize, in whole or in part, third party networks to transmit communications, which transmissions may be intercepted by other parties or stored, cached, routed, transmitted or received in any jurisdiction, and True Angle cannot guarantee any minimum level regarding actual performance, speed, reliability, availability, use or consistency based on factors depending on the Internet.
- (c) ALTHOUGH THE SOFTWARE TOOL IS AN EXERCISE SUPPORT TOOL TO HELP USERS MANAGE THEIR SWALLOWING EXERCISE PROGRAM, THE CLIENT ACKNOWLEDGES THAT (1) THE SOFTWARE TOOL AND THE DOCUMENTATION ARE NOT SUBSTITUTES FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS OR TREATMENT, (2) INFORMATION FROM THE SOFTWARE TOOL AND THE DOCUMENTATION IS NOT INTENDED TO PROVIDE PRIMARY RECOMMENDATIONS (THE CLIENT MAY INDEPENDENTLY, AND IS ENCOURAGED BY TRUE ANGLE, TO REVIEW THE BASIS FOR THE SOFTWARE TOOL'S OUTPUT THROUGH THE CLIENT'S OWN RESEARCH), (3) IF THE CLIENT BELIEVES HE OR SHE MAY HAVE A MEDICAL EMERGENCY, THE CLIENT SHOULD IMMEDIATELY CALL A DOCTOR OR DIAL 911, AND (4) THE CLIENT SHOULD TALK TO HIS OR HER DOCTOR BEFORE STARTING ANY SWALLOWING EXERCISE PROGRAM.

11. Indemnity

- (a) **Client Indemnity.** The Client agrees to indemnify and hold True Angle harmless from any claim, loss or liability arising out of the Client's use of the Software Tool (and the results obtained from such use) and the Documentation, except to the extent caused by True Angle's gross negligence or willful misconduct. The Client further agrees to notify True Angle of any third party claim, demand or loss relating to the Client's usage and operations of the Software Tool and the Documentation, whether or not such claim, demand or loss is attributed to True Angle's conduct, the Client's conduct, or third party conduct. The Client shall notify True Angle immediately upon gaining knowledge of such claim, demand, or loss.
- (b) **True Angle Indemnity.** True Angle agrees to indemnify and hold the Client harmless for any claim, loss or liability arising out of: (i) True Angle's gross negligence or willful misconduct as it pertains to this Agreement and the Client's use of the Software Tool and the Documentation; or (ii) the infringement of a Canadian or U.S. copyright or misappropriation of a trade secret through the Client's use of the Software Tool and the Documentation in accordance with this Agreement.
- (c) **Exclusions.** For clarity, True Angle will have no obligation to defend and indemnify the Client to the extent that any claim is based upon: (i) use of the Software Tool or the Documentation in a way not contemplated by this Agreement; (ii) modifications to the Software Tool or the Documentation made by the Client that were not approved in writing by True Angle; or (iii) the combination of the use of the Software Tool or the Documentation with software, other technology or materials not approved by True Angle in writing.

12. Limitation of Liability

IN NO EVENT SHALL TRUE ANGLE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE ACCESSING OF AND USE OF THE SOFTWARE TOOL OR THE DOCUMENTATION, THE DELAY OR INABILITY TO USE THE SOFTWARE TOOL OR THE DOCUMENTATION, OR OTHERWISE ARISING FROM THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF TRUE ANGLE HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE TOTAL LIABILITY OF TRUE ANGLE UNDER OR ARISING OUT OF THIS AGREEMENT WITH RESPECT TO THE SOFTWARE TOOL AND THE DOCUMENTATION, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR

OTHERWISE, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNTS RECEIVED BY TRUE ANGLE FROM THE CLIENT FOR THE SOFTWARE TOOL AND THE DOCUMENTATION, IF ANY. SOME STATES AND COUNTRIES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE CLIENT IN THOSE JURISDICTIONS.

13. Client Feedback.

Client agrees that True Angle may use Client's feedback, suggestions, or ideas ("**Feedback**") in any way, including in future modifications of the Software Tool, other products or services, advertising, or marketing materials. Client grants True Angle a perpetual, worldwide, fully transferable, sub-licensable, non-revocable, fully paid-up, royalty free license to use the Feedback you provide to True Angle in any way.

14. Changes.

We reserve the right to change this Agreement, including the Additional Terms, at any time, and the changes will be effective when posted on True Angle's Site or within the Software Tool or when we notify Client by other means. We may also change or discontinue the Software Tool, in whole or in part. Client's continued use of the Software indicates your agreement to the changes. If you do not agree to any changes to the Agreement or any applicable Additional Terms, do not continue to use the Software Tool.

15. Assignment

This Agreement, and any rights and licenses granted hereunder may not be assigned by Client without the prior written approval of True Angle but may be assigned without Client's consent by True Angle to (i) an affiliate, (ii) an acquirer of all or substantially all of its assets, or (iii) a successor by merger or amalgamation. Any purported assignment in violation of this section shall be void.

16. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be void, invalid, unenforceable or illegal, such provision shall be severed from this Agreement and the remaining provisions will remain in full force and effect.

17. Export Restrictions

Client acknowledges that the Software is subject to restrictions and controls imposed by the Export and Import Permits Act (Canada) and regulations enacted under the Export and Import Permits Act as well as the U.S. export controls regulations administered by the U.S. Dept. of Commerce (15 CFR, Chapter VII) and that Client will comply with all applicable laws and regulations. Client will not export or re-export the Software, or portion thereof, directly or indirectly, in violation of the Canadian and U.S. export administration laws and regulations to any country or end user; or to any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical, or biological weapons. You further acknowledge that this Software may include technical data subject to such Canada and U.S. export regulations.

18. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, Canada, without regard to conflict of laws principles. The courts of Alberta shall have the exclusive jurisdiction and venue with respect to any disputes arising under this Agreement, and the Client hereby expressly consents to the personal jurisdiction of such court.

19. No Waiver

Our failure to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. The Agreement, including the documents it incorporates by reference, constitute the entire agreement between you and us and govern your use of the Software Tool and your Account, superseding any prior agreements between you and us (including any prior versions of the Agreement).

20. Entire Agreement

This Agreement, including the Additional Terms, sets forth the entire agreement between the Client and True Angle with respect to the licensing, accessing, and use of the Software Tool and the Documentation,

and supersedes all prior agreements, discussions or representations made with respect to the Software Tool and the Documentation. No terms or conditions of this Agreement may be modified except in writing and signed by the parties. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

21. Survival

Even if Agreement is terminated, the following sections will continue to apply: Section 1 (Interpretation); Section 6 (Intellectual Property); Section 7 (Confidentiality); Section 8(c) (Aggregate Data); Section 10 (No Warranties and Disclaimer); Section 11(a) (Client Indemnity); Section 12 (Limitation of Liability); Section 13 (Client Feedback); Section 15 (Assignment); Section 18 (Governing Law); Section 19 (No Waiver); Section 20 (Entire Agreement); Section 21 (Survival); and any sections regarding compliance with laws, severability, and any other terms which expressly or by their nature ought to survive the termination of the Agreement.