THIS AGREEMENT (THIS "AGREEMENT") DESCRIBES THE TERMS AND CONDITIONS ON WHICH SYMPTOM NEXT INC. ("LICENSOR") OFFERS ACCESS TO ITS WEBSITE, PLATFORM, SOFTWARE, APPLICATIONS, AND SERVICES, INCLUDING THE SYMPTOM NEXT AI EXPERIENCE.

By accessing or using the Symptom Next AI Experience (the "SN Experience"), Licensee (Authorized User) agrees to be bound by this Agreement. If Licensee (Authorized User) does not agree to the terms and conditions of this Agreement, Licensee (Authorized User) may not access or use the SN Experience. Licensee (Authorized User) must be at least eighteen (18) years old and legally capable of entering into this Agreement. You acknowledge that you have read Licensor's Privacy Policy at: https://www.iubenda.com/privacy-policy/52340432

Licensor may update the terms of this Agreement from time to time. If Licensor makes material changes, Licensor will make reasonable efforts to provide notice. Your continued use of the SN Experience after updated terms of this Agreement become effective means you accept the updated terms of this Agreement.

1. Grant of License.

1.1 Subject to the terms of this Agreement, Licensor (Symptom Next) hereby grants to Licensee (Authorized User), a limited, non-exclusive, non-transferable license (the "License") to access the SN Experience through Licensor's (or its third-party providers') servers and platform solely for the purposes permitted under this Agreement. The License granted hereby expressly excludes a separate license to use the Course Collection or Film Library, each of which may be licensed independently of the SN Experience. For the purpose of this Section 1.1, Licensor's servers means a combination of software, residing on certain hardware, performing certain processes and functions, through which Licensee (Authorized User) (as defined in Section 5.1 below) may access the SN Experience. Definitions used in this Agreement have the meanings given to such terms in this Agreement, including Section 22 (Definitions).

1.2 The term (the "Term") of the License shall be as listed on the invoice prepared by Licensor (which may be delivered electronically, including by email or a website pop up), provided that Licensor shall have the right to revoke the License as to any or all of the SN Experience immediately upon written notice to Licensee (Authorized User) in the event Licensee (Authorized User) is in breach of this Agreement which has not been cured in accordance with Section 10.2 below.

1.3 No ownership or copyright in any of the SN Experience shall pass to Licensee (Authorized User) by the issuance of the License, and, except as expressly stated in this Agreement, Licensor grants Licensee (Authorized User) no right or license, express or implied, to the SN Experience; provided, however, that nothing in the License is intended to affect such rights in the SN Experience as Licensee (Authorized User) may otherwise have, whether by contractual arrangement or by law.

1.4 Flex Plan: By accepting this Agreement and the License granted hereunder, you agree that your credit card shall automatically be billed on a month-to-month basis unless you have canceled the License in accordance with Section 1.5.

1.5 Cancellation: If you have signed up for a Flex Plan month-to-month subscription your subscription is cancellable at any time by going to "my account," clicking on "billing" and then clicking on "cancel subscription." If you have signed up for a 1 Year Premium Subscription, your subscription is cancellable up to 1 day before the renewal date by going to "my account," clicking on "billing" and then clicking on "cancel subscription." All payments made in accordance with the terms hereof shall be non-refundable.

1.7 Auto-Renew Flex Plan: All Flex Plan subscriptions auto-renew on a month-to-month basis unless canceled prior to the renewal date in accordance with Section 1.5.

1.8 Auto-Renew 1 Year Premium Subscriptions: All 1 Year Premium Subscriptions auto-renew for successive one-year periods unless canceled prior to the renewal date in accordance with Section 1.5.

2. Trademarks.
Licensee (Authorized User) agrees to refer to the SN Experience using the names and trademarks specified by Licensor. Licensee (Authorized User) is hereby granted a limited, non-exclusive, non-transferable license to use those Licensor trademarks, logos, service marks, and trade names (collectively, "Trademarks," and each, a "Trademark") in the form provided by Licensor in connection with its obligations and rights under this Agreement.

3. Payment By Licensee.
In consideration for the License granted herein, Licensee (Authorized User) shall pay Licensor the license fee (the "License Fee"). All fees are non-refundable. Amounts not paid when due under this Agreement will accrue interest at the lesser of one and one-half percent per month or the maximum rate permitted under applicable law.

4. Delivery of the SN Experience.
Subject to the terms of this Agreement, Licensor shall make available to Licensee (Authorized User) the SN Experience through digital electronic access, granting one username and password located at https://player.mixta.ai. Licensee (Authorized User) will have seven days from the delivery date to test and accept the SN Experience, provided that any use of the SN Experience during this period which permits Licensee (Authorized User) to access the benefits of the SN Experience, shall be deemed to constitute acceptance.

5. Authorized Use of the SN Experience.

5.1 For the purpose of this Agreement, only Licensee ("Authorized User") and not additional employees (including faculty, staff, affiliated researchers and independent contractors) may access the SN Experience. Other employees (including faculty, staff, affiliated researchers and independent contractors), including those located at different locations, but within Licensee's

(Authorized User's) company or related or affiliated companies, shall not be considered Authorized Users.

5.2 Licensee (Authorized User) shall have the limited right to use for educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research or analysis but not in a manner that permits reproduction, redistribution, creation of a substitute for the SN Experience, or any other use prohibited by Section 5.3. The content and material offered, including without limitation text, graphics, images, audio and interactive content ("Content"), are provided for informational purposes only. It is provided with the understanding that the Licensor is not engaged in rendering medical, health, psychological, or any other kind of personal professional services or professional advice.

5.3 Licensee (Authorized User) shall not: (i) permit anyone other than Licensee (Authorized User) to use the SN Experience, including by sharing usernames, passwords or other access credentials; (ii) modify, edit, make changes to or create a derivative work of the SN Experience without the express written permission of Licensor; (iii) remove, obscure or modify any copyright or other notices included in the SN Experience; or (iv) other than as specifically permitted in this Agreement, use the SN Experience for commercial purposes, including but not limited to the sale of the SN Experience or reproduction or distribution of the SN Experience in any form.

5.4 Notwithstanding anything to the contrary in this Agreement or otherwise, except as expressly incorporated into and used by Licensor in connection with the SN Experience, Licensee receives no right or license to access or use the Course Collection, Film Library, SN Experience, SN Technology, SN Data, Licensor's trademarks, outputs or other licensed materials to train, fine-tune, test, validate or otherwise develop any artificial intelligence ("AI") or machine-learning ("ML") model or system, including without limitation for model extraction, scraping, automated bulk querying, reverse engineering, distillation, developing any algorithm, operating system or other function involving AI, whether for research, clinical training, or any other purpose (each such use is a "Prohibited Purpose"). Licensee acknowledges and agrees that any access to or use by Licensee (Authorized User) of the SN Experience or other licensed materials for a Prohibited Purpose shall constitute a material breach of this Agreement.

5.5 Account Security. Licensee (Authorized User) shall provide accurate, complete and current account information; maintain the confidentiality of its username, password and other access credentials; and promptly notify Licensor of any suspected unauthorized access to or use of its account. Licensee (Authorized User) is responsible for all activity occurring through its account.

5.6 Deletion of Licensee Profile. Licensee may request export or deletion of Licensee's user profile and associated personal data, subject to legal, contractual, security, backup, audit, and technical requirements. Deletion requests may be sent to delete-me@mixta.ai . Licensor may need to verify the requester's identity and authority before acting on a request.

5.7 Licensee Content. As between Licensor and Licensee (Authorized User), Licensee (Authorized User) retains ownership of Licensee Content. Licensee (Authorized User) grants

Licensor a limited, non-exclusive license to host, process, transmit, reproduce, analyze and use Licensee Content as reasonably necessary to provide, maintain, secure, evaluate, improve and support the SN Experience and comply with applicable law. Licensee (Authorized User) represents and warrants that it has all rights, permissions, consents and authority necessary to submit and use Licensee Content through the SN Experience, including with respect to any personal information, protected health information or other sensitive or regulated information.

5.8 Acceptable Use. Licensee (Authorized User) shall not: (i) use the SN Experience for any unlawful, harmful, abusive, deceptive, discriminatory or exploitative purpose; (ii) interfere with or disrupt the SN Experience or its servers, systems, networks or security controls; (iii) attempt to gain unauthorized access to the SN Experience or another person's account; (iv) upload or transmit malware, harmful code or other security threats; (v) misrepresent its identity, affiliation or authority; or (vi) use the SN Experience or any output to make an automated medical, psychological, employment, educational, legal or other high-stakes decision without appropriate human review and compliance with applicable law.

6. Licensee Performance Obligations.

6.1 Licensee (Authorized User) shall use reasonable efforts to protect the SN Experience from any use that is not permitted under this Agreement. In the event of any unauthorized use of the SN Experience by Licensee (Authorized User), Licensor shall have the right to terminate Licensee's (Authorized User's) access to the SN Experience immediately.

7. Licensor Performance Obligations.

7.1 Within two (2) weeks from commencement of this Agreement, Licensor shall make the SN Experience available to Licensee (Authorized User).

7.2 Licensor reserves the right to withdraw from the SN Experience any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable.

7.3 Licensor may use third-party AI, hosting and other service providers to operate and support the SN Experience, provided that such providers process SN Data or Licensee Content on Licensor’s behalf and are contractually restricted from using SN Data or Licensee Content for their own purposes or model training.

7.4 Licensor may update, modify, suspend, discontinue or limit any part of the SN Experience, including by introducing or removing features or imposing reasonable usage, rate or technical limits.

7.5 Licensor reserves the right to remove or restrict access to Content or Licensee Content at any time if Licensor believes such content violates the terms of this Agreement, applicable law, third-party rights, or creates legal, security, operational, or reputational risk.

7.6 The SN Experience may integrate with or rely on third-party services. Licensor does not control and is not responsible for third-party services, and Licensee's use of a third-party service may be subject to separate terms. The SN Experience runs on the MIXTA.AI platform and use of the SN Experience is also subject to the MIXTA.AI Terms of Service & Privacy Policy which can be accessed at:
https://docs.google.com/document/d/1in_qopjyvomtgSCfv6gDfcc4rFx7IBUwa0ljOIpO6m8/edit?tab=t.0

8. Reservation of Rights and Ownership of Intellectual Property.

8.1 All rights in the SN Experience, other than those specifically granted herein, are reserved to Licensor for its own use and benefit. Licensee (Authorized User) is affirmatively prohibited from copying, distributing, and/or otherwise exploiting the SN Experience except as specifically provided for in this Agreement. Notwithstanding the License, the SN Experience, any and all intellectual property rights in such SN Experience (whether under patent law, copyright law, moral rights law, trade secret law, trademark law, unfair competition law or similar protections), shall remain the exclusive property of Licensor and/or its third-party licensors. Licensee (Authorized User) acknowledges that it shall not acquire any rights whatsoever in the SN Experience as a result of Licensee's (Authorized User's) authorized use of the SN Experience. Licensee (Authorized User) agrees that it shall not, directly or indirectly, attack or otherwise challenge or dispute the ownership or validity of Licensor's SN Experience and/or any intellectual property rights in the SN Experience.

8.2 As between Licensor and Licensee, Licensor owns all right, title and interest in and to the SN Data and may use SN Data to operate, maintain, secure, evaluate, fine-tune, improve and develop the SN Experience and Licensor's products, services, models and technologies, subject to applicable law. SN Data does not include Licensee Content.

8.3 Feedback. If Licensee (Authorized User) provides feedback, ideas, suggestions or recommendations regarding the SN Experience, Licensor may use them without restriction or compensation.

9. Representations and Warranties.

9.1 Subject to the limitations set forth in this Agreement, Licensor warrants and represents as follows: (i) Licensor has the right, title and interest in and to the SN Experience, the intellectual property rights in and to the SN Experience and the right and authority to grant Licensee (Authorized User) the License under this Agreement to use the SN Experience; (ii) Licensor is a duly organized, valid and existing entity under the laws of the state of its formation, and has the power and authority to enter into this Agreement, perform its obligations hereunder, and grant the rights granted hereunder; and (iii) this Agreement has been duly and validly executed by Licensor and constitutes a valid and binding agreement of Licensor, enforceable against Licensor in accordance with its terms.

9.2 Subject to the limitations set forth in this Agreement, Licensee (Authorized User) represents and warrants: (i) Licensee (Authorized User) has the power and authority to enter into this

Agreement; and (ii) Licensee will adhere to the terms and conditions of this Agreement and it will not permit uses of the SN Experience beyond the scope of the License or provide or make available the SN Experience to any person or entity.

10. Termination.

10.1 Notwithstanding Section 10.2, Licensor may immediately suspend access and terminate the License where reasonably necessary to prevent unauthorized access, use, disclosure or exploitation of the SN Experience. Licensor shall have the absolute right to terminate this Agreement, without thereby incurring any liability to Licensee (Authorized User), effective immediately upon Licensee's (Authorized User's) receipt of notice of such termination from Licensor upon any of the following events: (i) Licensee (Authorized User) becomes insolvent or appears unable to pay its debts as they mature; (ii) Licensee (Authorized User) makes an assignment for the benefit of its creditors; (iii) Licensee (Authorized User) seeks relief under any bankruptcy, insolvency or debtors' relief law; (iv) proceedings are commenced against Licensee (Authorized User) or on its behalf under any bankruptcy, insolvency or debtors' relief law and such proceedings have not been vacated or set aside within sixty days from the date of commencement thereof; (v) Licensee (Authorized User) uses the SN Experience in a manner not consistent with the terms of this Agreement; (vi) Licensee (Authorized User) is in violation of any local, state or national law which it fails to cure as provided by said authorities; or (vii) Licensee (Authorized User) is convicted of any penal law which affects, injures or impugns the integrity of Licensor.

10.2 Either party may terminate this Agreement at any time if the other party has committed a material breach of this Agreement. Written notice must be delivered to the other party stating with specificity the basis for the claim of material breach such that the noticed party is given a reasonable opportunity to cure the alleged breach. In the event that the alleged breach remains uncured for a period of thirty days after receipt of written notice thereof, the Agreement shall be deemed terminated.

10.3 Upon the termination or expiration of this Agreement, Licensee (Authorized User) shall immediately cease using the SN Experience and the Trademarks in any manner whatsoever. Licensee (Authorized User) agrees that it will not thereafter represent or advertise that it is a former licensee (Authorized User) of Licensor.

10.4 Sections 5.4 through 5.7, 8, 11, 12, 13, 18 and any provisions that by their nature should survive will survive expiration or termination of this Agreement.

11. Limitation of Liability; Disclaimers.

11.1 LIMITATION OF LIABILITY.

11.1.1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, BUSINESS INTERRUPTION, OR LOSS OF PROFITS, ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE SN EXPERIENCE.

11.1.2 EXCEPT AS PROVIDED HEREIN, LICENSOR MAKES NO REPRESENTATION OR WARRANTY, AND EXPRESSLY DISCLAIMS ANY LIABILITY WITH RESPECT TO THE CONTENT OF THE SN EXPERIENCE, INCLUDING BUT NOT LIMITED TO ERRORS OR OMISSIONS CONTAINED THEREIN. LICENSOR DISCLAIMS ALL RESPONSIBILITY FOR ANY LIABILITY, LOSS OR RISK, PERSONAL OR OTHERWISE, WHICH IS INCURRED AS A CONSEQUENCE, DIRECTLY OR INDIRECTLY, OF THE USE AND APPLICATION OF ANY OF THE CONTENT CONTAINED HEREIN.

11.1.3 THE INFORMATION CONTAINED IN THE SN EXPERIENCE IS OF A GENERAL NATURE AND CANNOT SUBSTITUTE FOR THE ADVICE OF A MEDICAL PROFESSIONAL. THE CONTENT PROVIDED MAY NOT APPLY TO LICENSEE'S PATIENTS OR CLIENTELE. LICENSEE SHOULD NOT RELY ON CONTENT OF THE SN EXPERIENCE AS A SUBSTITUTE FOR, NOR SHOULD IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS OR TREATMENT. THE INFORMATION CONTAINED IN THE SN EXPERIENCE SHOULD NOT BE CONSIDERED COMPLETE AND DOES NOT COVER ALL DISEASES, AILMENTS, PHYSICAL CONDITIONS OR THEIR TREATMENT. LICENSOR DOES NOT RECOMMEND OR ENDORSE ANY SPECIFIC TESTS, PHYSICIANS, CLINICS, PROCEDURES, OPINIONS, PRODUCTS OR OTHER INFORMATION THAT MAY APPEAR IN THE SN EXPERIENCE.

11.1.4 LICENSEE ACKNOWLEDGES THAT THE SN EXPERIENCE USES ARTIFICIAL INTELLIGENCE, MACHINE LEARNING, LARGE LANGUAGE MODELS, THIRD-PARTY MODEL PROVIDERS, AND OTHER AUTOMATED SYSTEMS TO GENERATE OR SUPPORT TRAINING CONTENT, TUTORING, COACHING, SIMULATIONS, FEEDBACK, SCORING, SUMMARIES, ANALYTICS, RECOMMENDATIONS, OR OTHER OUTPUTS AND MAY GENERATE RESPONSES OR OTHER OUTPUT THAT IS INCOMPLETE, INACCURATE, BIASED, INAPPROPRIATE OR UNSUITABLE FOR A PARTICULAR SITUATION. OUTPUTS ARE PROVIDED FOR EDUCATIONAL PURPOSES ONLY, MUST BE INDEPENDENTLY EVALUATED BY THE USER, AND ARE NOT MEDICAL, PSYCHOLOGICAL, DIAGNOSTIC OR TREATMENT ADVICE.

11.1.5 EXCEPT FOR LICENSOR'S FAILURE TO INDEMNIFY LICENSEE UNDER SECTION 12, IN NO EVENT SHALL LICENSOR'S AGGREGATE LIABILITY ARISING UNDER ANY PROVISION OF THIS AGREEMENT REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, OR OTHER LEGAL THEORY, EXCEED THE TOTAL AMOUNT PAID TO LICENSOR PURSUANT TO THIS AGREEMENT DURING THE SIX (6) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

11.1.6 EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 9.1, THE SN EXPERIENCE, CONTENT AND OUTPUTS ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, AVAILABILITY, RELIABILITY AND UNINTERRUPTED OR ERROR-FREE OPERATION.

11.2 Disclaimers. Licensee (Authorized User) acknowledges and agrees that:

11.2.1 Licensor may update its disclaimer and other use policies at any time and that it is the responsibility of Licensee (Authorized User) to check Licensor's website https://symptomnext.com/about-us/disclaimer/) for an updated disclaimer and read such disclaimer before viewing any content.

11.2.2 The content Licensed under this Agreement is for educational purposes only and not for diagnostic or treatment purposes.

11.2.3 The content licensed under this Agreement is of a general nature and cannot substitute for the diagnosis, advice, and/or treatment of a competent medical or health care professional.

11.2.4 The content licensed under this Agreement is not intended to be, and should not be, used in place of a call or visit to a competent medical or health care professional. A medical or health care professional should always be consulted in case of any potential mental health, medical, or other health-related issues or if there are any concerns or questions about health or the content contained herein. Do not disregard, avoid or delay obtaining medical or health-related advice from a healthcare professional.

11.2.5 Licensor disclaims all responsibility for any liability, loss or risk, personal or otherwise, which is incurred as a consequence, directly or indirectly, of the use and application of any of the content contained herein.

11.2.6 Licensee (Authorized User) who is an evidence collector (including, without limitation, any health care or law enforcement professional) understands and agrees that it is the responsibility of the evidence collector to follow the most current evidence handling guidelines and procedures outlined by community/state or national standards. All evidence must be properly documented and maintained to ensure its validity.

11.2.7 Licensor uses administrative, technical, and organizational safeguards designed to protect the SN Experience and information processed through it. However, no system is completely secure, and Licensor cannot guarantee that unauthorized access, loss, misuse, or security incidents will never occur. Licensee is responsible for maintaining its own copies of Licensee Content and records that are important to it. The SN Experience should not be used as the sole storage location for critical data.

12. Indemnification.

12.1 Indemnification by Licensor. Licensor will defend, indemnify and hold Licensee (Authorized User) harmless from any third-party suit or action against Licensee to the extent such suit or action is based on a claim that the SN Experience infringes any copyright, trademark or other intellectual property right held by such third party; and Licensor will pay those damages finally awarded against Licensee (Authorized User) and amounts paid in a settlement approved in writing by Licensor which approval will not be unreasonably withheld. These obligations do not include any claims that arise from the use of the SN Experience in violation of this

Agreement, or any modification made to the SN Experience by anyone other than Licensor. In the event that the continued use of the SN Experience is enjoined by a court of competent jurisdiction, Licensor, at its election will, at its own cost and expense, either: (i) procure for Licensee (Authorized User) the right to continue the use of the SN Experience; (ii) modify or replace the SN Experience in such a way that the use thereof does not infringe; or (iii) if neither of the foregoing alternatives is reasonably feasible, terminate this Agreement by notice to Licensee (Authorized User) and refund to Licensee (Authorized User) an equitable portion of the License Fee.

12.2 Indemnification by Licensee. Licensee (Authorized User) will defend, indemnify and hold Licensor harmless from any third-party claim or suit brought against Licensor to the extent such suit or action is based on a claim arising from (i) use of the SN Experience; (ii) any use of the SN Experience by Licensee (Authorized User) which deviates from the provisions of this Agreement; (iii) a negligent act or omission of Licensee (Authorized User) in connection with this Agreement; or (iv) material breach of any representation, warranty, covenant or other provision of this Agreement. Licensee (Authorized User) will pay those damages finally awarded against Licensor by a court of competent jurisdiction and amounts paid in a settlement approved in writing by Licensee which approval will not be unreasonably withheld and all reasonable associated costs and expenses, including reasonable counsel fees that are specifically attributable to such claim.

12.3 The indemnity obligations set forth in this Section 12 are contingent upon: (i) the Indemnified Party giving prompt written notice to the Indemnitor of any such claim(s); and (ii) at Indemnitor’s request and expense, the Indemnified Party cooperating in the investigation and defense of such claim(s).

12.4 The Indemnified Party shall afford the Indemnitor the opportunity to participate in any compromise, settlement, litigation or other resolution of a third-party claim, or, in the event the Indemnitor elects not to defend such claim, the Indemnified Party may assume the defense of any such claim or litigation, at Indemnitor's cost and expense, with counsel of Indemnified Party's own choosing. In the event the Indemnitor elects to assume the defense, the Indemnitor shall afford the Indemnified Party the opportunity to participate fully in such defense at the Indemnified Party's expense.

12.5 Neither party shall compromise, settle or otherwise resolve any such claim or litigation without the other party's prior written consent, which shall not be unreasonably withheld; provided, however, that failure to respond within five (5) business days following receipt of written notice of such proposed compromise shall constitute consent to the proposed compromise, settlement or resolution.

13. Governing Law; Jurisdiction.

This Agreement shall be construed under and in accordance with the laws of the State of Delaware. Any suit, action or proceeding to determine, construe or enforce any provision of this Agreement, or the rights of any party hereunder, shall be brought in the applicable court in the State of Delaware, and all parties agree to be subject to the state and federal courts therein.

Licensee (Authorized User) agrees and acknowledges that a breach of this Agreement by Licensee (Authorized User) will result in irreparable harm to Licensor which harm could not be adequately compensated by an award of money damages, and Licensee (Authorized User) therefore agrees and acknowledges that Licensor shall be entitled to injunctive relief.

14. Force Majeure

Neither party shall be liable for damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. The Term of this Agreement shall be extended for the period of time of any event of force majeure; *provided* that if such event of force majeure continues for more than twelve (12) weeks, either party shall have the right to terminate this Agreement upon written notice to the other.

15. Assignment

This Agreement shall be binding upon and inure to the benefit of the parties, and their heirs, administrators, successors and permitted assigns. Licensor shall be entitled to assign this Agreement or any portion hereof freely. Licensee (Authorized User) shall not be entitled to assign the License or this Agreement or any portion hereof without the prior written consent of Licensor.

16. Severability.

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any other portion of this Agreement, and such invalid or unenforceable portion shall be deemed to be amended or deleted from this Agreement to the extent necessary to render such portion valid and enforceable, and as so modified this Agreement shall continue in full force and effect.

17. Notices.

All notices or remittances under this Agreement in connection with any dispute hereunder shall be given in writing and may be delivered personally to any officer of Licensee (Authorized User) or Licensor, or as appropriate, by express courier, registered or certified mail (postage and fees prepaid, with return receipt requested).

Except where this Agreement requires formal notice under the preceding paragraph, Licensee (Authorized User) consents to receive service announcements, legal notices, security alerts, administrative messages and other communications electronically, including by email or through the SN Experience and such electronic communications satisfy any requirement that such communications be in writing.

18. Entire Agreement.

This Agreement constitutes the entire understanding of the parties relating to the subject matter hereof, and supersedes any and all prior agreements, whether oral or written, express or implied, relating to the subject matter hereof, and shall take precedence over any agreement in conflict herewith. The terms and conditions of this Agreement may be modified or updated from time to time as set forth above. No waiver of any particular right or obligation by either party shall be deemed a waiver of such right or obligation in the future, or of any other right or obligation hereunder. If a written order form or other agreement signed by both parties expressly conflicts with this Agreement, the signed document will control to the extent of the conflict.

19. Headings.

Paragraph headings used in this Agreement are for convenience only and shall not be used to interpret, limit or modify this Agreement.

20. Relationship of the Parties.

The parties are independent parties, and nothing in this Agreement creates an agency, partnership, joint venture or employment relationship. Neither party shall hold itself out contrary to the terms of this Agreement and neither party shall become liable by reason of any representation, act or omission of the other contrary to the provisions hereof.

21. Authorship of Agreement.

Each party acknowledges that it has had the advice of legal counsel in connection with the preparation, negotiation, execution and delivery of this Agreement. The parties shall both be considered the author of this Agreement. Any ambiguities that exist shall be interpreted equally between the parties and shall not be construed against either party on account that it drafted this Agreement, and this Agreement shall not be interpreted more or less favorably for either party by reason of such party's having drafted all or any portion of this Agreement.

22. Definitions.

Course Collection: means accredited courses designed around video simulations for healthcare professionals.

Film Library: means the collection of over 1,000 clinically-accurate DSM-5-TR guided training videos, simulations, and case studies that cover a range of psychiatric conditions and clinical scenarios, which collection is owned by Symptom Media, LLC, a California limited liability company and sole owner of Licensor.

Licensee Content: means prompts, queries, files, materials and other information submitted by or on behalf of Licensee (Authorized User) to the SN Experience.

SN Data: means data generated, collected, derived or created through or in connection with use of the SN Experience, including outputs generated by the SN Experience, feedback, ratings, usage patterns, performance data, telemetry, analytics and data derived from any of the foregoing, but excluding Licensee Content.

SN Experience: means the interactive artificial intelligence-enabled educational experience made available by Licensor that uses or has been trained, fine-tuned, configured or otherwise developed using all or portions of the Course Collection and/or Film Library.

SN Technology: means the model configuration, fine-tuning, prompts/system instructions, retrieval systems, software, algorithms and enhancements to the technology underlying the SN Experience.