

LICENSED APPLICATION END USER LICENSE AGREEMENT

Pigio (“the App”) is a mobile application that is made available to you through the Apple App Store and is licensed, not sold, to you. Your license to the App is subject to your prior acceptance of this Licensed Application End User License Agreement (“EULA”) between you and 10032506 CANADA INC. (“Innodem”). Your license to the App, under this EULA, is granted by Innodem. Innodem (“the Licensor”) reserves all rights in and to the Licensed Application not expressly granted to you under this EULA.

The App software and service is an application that permits users to control a cursor on the screen using only their eye movements. This allows individuals with incapacitating neurological and medical conditions to rapidly communicate with others by selecting pre-defined sentences and words that are displayed on the screen.

This EULA is a legal contract between you and the Licensor. The following general terms and conditions permit you to: 1) download, install and use the App software, including any additional software updates that the Licensor may make available to you; 2) access the software; and 3) use the accompanying documentation provided by the Licensor for using the software and accessing its services.

Please read carefully, since this document includes limitations of liability as well as disclaimers of warranties, and other terms which affect your legal rights. If you do not agree with these terms, or if you lack capacity or authority to agree to these terms, do not install or use the Licensed Application or access the services.

1. Scope of License

The Licensor grants to you a personal, non-exclusive, non-transferable, non-sublicensable, revocable limited license, to install and use the App on multiple Devices, only in the countries and languages in which the App is made available.

The terms of this EULA will govern any content, materials, or services accessible from or purchased within the Licensed Application as well as upgrades provided by the Licensor that replace or supplement the original Licensed Application, unless such upgrade is accompanied by a separate EULA.

Except as permitted by law:

- You may not distribute or make the Licensed Application available over a network where it could be used by multiple devices at the same time;
- You may not transfer, redistribute or sublicense the Licensed Application and, if you sell your Apple Device to a third party, you must remove the Licensed Application from the Apple Device before doing so;
- You may not copy (except as permitted by this license), reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Licensed Application, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the Licensed Application);

- Remove any proprietary notices, labels or marks from the App;
- You may not use, or encourage, promote or facilitate, or instruct others to use the App for any use that the Licensor reasonably believes to be illegal, harmful, or offensive, or to transmit, store, or otherwise make available any content that the Licensor reasonably believes to be illegal, harmful, or offensive;
- You may not use the App to violate, or attempt to violate, the security or integrity of any network computer, or communications system, software application, or network or computing device;
- You may not make network connections to any users, hosts, or networks of the App unless you have permission to communicate with them; and
- You may not take any action, or attempt any action, that interferes with or disrupts the proper functioning of any system.

If you become aware of any violation of this section, you agree to notify the Licensor immediately and cooperate in any efforts to stop or remedy the violation. The Licensor providers may investigate any violation of this section or misuse of the App, but the Licensor are not obligated to do so. The Licensor may deem it necessary to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties, without necessarily advising you. Such reporting may include disclosing appropriate Personal Information, Usage Data, and network and systems information related to alleged violations of this section or this EULA. The Licensor may cooperate with appropriate public agencies or other appropriate third parties to assist with the investigation and prosecution of illegal conduct related to alleged violations of this section.

2. Payment

- Payment will be charged to iTunes Account at confirmation of purchase
- Application purchase will unlock access to all features for a limited, one-year duration. This subscription does not renew automatically
- Subscriptions may be managed by the user by going to the user's Account Settings after purchase

3. Compliance with Laws

You will comply with laws and regulations that apply to your business and data, including laws, regulations and industry standards concerning privacy and data protection. (b) You bear sole responsibility for your use of the App, including compliance with all laws, regulations and standards that apply to such use. You may not use the App (including data stored, transmitted or processed using the App) in ways that would impose additional regulatory or other legal obligations upon the Licensor and/or its service providers because of that use (for example, by subjecting the Licensor and/or its service providers to regulations that apply to your industry).

4. Consent to Use of Data

You agree that the Licensor may collect and use technical data and related information—including but not limited to technical information about your device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Licensed Application. Also, we may use data and information that we collect in providing the App, including Usage Data (as defined below) for to facilitate the provision of software updates, product support, and other services to you (if any) related to the Licensed Application. Usage Data includes, but is not limited to, information about the software and how you use it, including settings changes, device location, language selection, character trace paths, data regarding the tracking of eye movement, images used in calibration of data, images used in the performance of the App, data regarding the selection of text or phrases, and similar data.

The Licensor may use this information and Usage Data, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you. You also agree that the Licensor may collect and use Usage Data and related information, collected from your use of the Licensed Application, for research activities. The Licensor may use this information for research activities as long as it is in a form that does not personally identify you. By agreeing to this EULA you also agree that you have read and agreed with the Privacy Policy provided by the Licensor. If there is inconsistency between this EULA and the Privacy Policy, you agree that the Privacy Policy will take precedent and govern the matter. The Licensor's Privacy Policy can be accessed here: **[NTD: INSERT LINK]**

5. Termination of EULA

This EULA begins on your acceptance of the terms and conditions of this EULA and expires upon termination. The Licensor may terminate or suspend this EULA, and/or the licenses granted at any time in its sole discretion, with or without cause, by notifying you that the license has expired or has been terminated or suspended. This EULA shall terminate automatically upon the breach of any of its terms and conditions by you. Upon termination, you shall immediately stop use of the App and shall delete all copies of the App.

6. Amendments to EULA

The Licensor may amend any part of this EULA by adding, deleting, varying the content. These amendments may be made at any time at the Licensor's discretion.

The Licensor will provide you with notice of the proposed amendments by posting an amended version of this EULA with a new version number. The Licensor will include a link to the previous version of this EULA beneath the new version number. The amendments will take effect 30 days after the date which the amended version is posted. Prior to that date, the previous version of this EULA will continue to apply.

If you disagree with any amendments, you may terminate this EULA by uninstalling the Licensed Application and ceasing to use the Services at any time within the 30-day notice period. If the amendment increases your obligations under this EULA, or decreases the Licensor's obligations under this EULA, then you can also cancel in the 30 days after the amendments take effects. There will be no cost or penalty for doing so. If you do not uninstall the Licensed Application and cease using the Services during that time, then by your continued use, you are considered to have accepted the proposed amendments.

7. Privacy

For more information on how we collect, use, and disclose personal information, please see our privacy policy, accessible here: **[NTD: INSERT LINK TO PRIVACY POLICY]**

8. Secure Access

You agree to comply with the Licensor's security protocols and only access the App via the login credentials provided by the Licensor. You are solely responsible for maintaining the confidentiality and security of your login credentials and for all activities that occurs on or through your account. You shall notify the Licensor immediately if you become aware of any unauthorized use of your login credentials. You shall not (a) share your login credentials or (b) use the login credentials of others to access the App.

9. External Services

The Licensed Application may enable access to the Licensor's and/or third-party services and websites (collectively and individually, "External Services"). You agree to use the External Services at your sole risk. The Licensor is not responsible for examining or evaluating the content or accuracy of any third-party External Services, and shall not be liable for any such third-party External Services. Data displayed by any Licensed Application or External Service, including but not limited to financial, medical and location information, is for general informational purposes only and is not guaranteed by the Licensor or its agents. You will not use the External Services in any manner that is inconsistent with the terms of this EULA or that infringes the intellectual property rights of the Licensor or any third party. You agree not to use the External Services to harass, abuse, stalk, threaten or defame any person or entity, and that the Licensor is not responsible for any such use. External Services may not be available in all languages or in your Home Country, and may not be appropriate or available for use in any particular location. To the extent you choose to use such External Services, you are solely responsible for compliance with any applicable laws. The Licensor reserves the right to change, suspend, remove, disable or impose access restrictions or limits on any External Services at any time without notice or liability to you.

10. No Warranty

You expressly acknowledge and agree that use of the Licensed Application is at your sole risk. To the maximum extent permitted by applicable law, the licensed application and any services performed or provided by the licensed application are provided "as is" and "as available," with all faults and without warranty of any kind, and the Licensor hereby disclaims all warranties and conditions with respect to the licensed application and any services, either express, implied, or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and of non-infringement of third-party rights. No oral or written information or advice given by the Licensor or its authorized representative shall create a warranty. Should the Licensed Application or services prove defective, you assume the entire cost of all necessary servicing, repair, or correction. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion and limitations may not apply to you.

11. Limitation of Liability

To the extent not prohibited by law, in no event shall the Licensor be liable for personal injury or any incidental, special, indirect, or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption, or any other commercial damages or losses, arising out of or related to your use of or inability to use the licensed application, however caused, regardless of the theory of liability (contract, tort, statutory, or otherwise) and even if the Licensor has been advised of the possibility of such damages. Some jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages, so this limitation may not apply to you. In no event shall the Licensor's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00 CAD). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

12. Prohibited Uses and Activities

You may not use or otherwise export or re-export the Licensed Application except as authorized by the domestic laws of Quebec, the federal laws of Canada and the laws of the jurisdiction in which the Licensed Application was obtained. In particular, but without limitation, the Licensed Application may not be exported or re-exported (a) into any U.S.-embargoed countries or (b) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Licensed Application, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by Canadian law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons.

13. Governing Law

Except to the extent expressly provided in the following paragraph, this Agreement and the relationship between you and the Licensor shall be exclusively governed by the domestic laws of Quebec and the Federal law of Canada. Any litigation arising from or related to this EULA or the Licensed Application or the Services shall be submitted to the exclusive jurisdiction of the courts of Quebec. The official text of the Agreement or any notices required hereby shall be in English. In Canada, Province of Quebec for all contracts drafted in English, both parties agree to write this document in English. Les Parties contractantes ont convenu de rédiger le présent document en langue anglaise.

14. Contact Information

If you have any questions or comments about this EULA, to exercise any applicable rights, to make a complaint, or to obtain information about our policies and practices with respect to any service providers outside Canada, you can reach out to us by email at: info@innodemneurosciences.com.

15. Disclaimer

You understand and agree that nothing accessed through this App constitutes professional medical advice. The Licensor disclaims any representation or warranty, expressed or implied, concerning the accuracy or completeness of the information contained on the Licensed Application. In no event shall the Licensor be liable for any special, indirect or consequential

damages or damages of any kind whatsoever, resulting from or arising out of or in connection with the use of this App.