EVISMART™ TERMS & CONDITIONS

These EviSmart™ Terms & Conditions ("**Terms**") govern Customer's access to and use of the EviSmart™ Platform and all software, modules, APIs, AI-enabled features, professional services, and related services provided by Evident ("**Services**").

By executing an Order Form, accessing, or using the Services, Customer agrees to these Terms.
If an executed Order Form conflicts with these Terms, the Order Form controls solely for that Order.

1. DEFINITIONS

For these Terms:

a) **Affiliate** means any entity controlling, controlled by, or under common control with a Party.
b) **Autopilot** means optional AI-assisted and rules-based automation functionality within EviSmart™ that enables system-initiated workflow actions based on user-defined configurations, permissions, and operational parameters.
c) **Authorized User** means an individual authorized by Customer to access the Services.
d) **Confidential Information"** means all non-public information of a Party or its affiliates, whether disclosed orally, in writing, electronically, visually, or otherwise, that is designated as confidential or that reasonably should be understood to be confidential given its nature or the circumstances of its disclosure, including business, financial, commercial, operational, technical, legal, strategic, security information, and all related copies, summaries, analyses, notes, and derivative materials.
e) **Customer Data** means all data, files, scans, prescriptions, patient information, login credentials, operational information, and materials submitted by or on behalf of Customer.
f) **Custom Services** means services outside standard subscribed functionality requiring separate scoping or engineering work.
g) **De-Identified Data** or **Aggregated Data** means data derived from Customer Data that has been anonymized, de-identified, transformed, or compiled such that it does not identify, and cannot reasonably be used to identify, the Customer or any individual, in accordance with applicable law.
h) **Deliverables** means outputs generated through the Services, including CAD files, reports, workflow outputs, configurations, and operational deliverables.
i) **EviSmart™ Account** is the account used on the EviComm platform or any of the platforms. The account will be created by or for the customer if the customer does not already have an EviSmart™ Account prior to the purchase.
j) **Order Form** means a document describing the subscribed Services, pricing, and commercial terms.
k) **Platform** means the Evident / EviSmart™ software platform, APIs, workflow automation systems, and related infrastructure.
l) **Professional Services** means onboarding, implementation, configuration, consulting, engineering, design, training, or other services identified in an Order Form.
m) **SaaS Services** means the cloud-hosted subscription software services provided by Evident through the EviSmart™ platform, including related modules, updates, integrations, support, and associated functionality.
n) **Services** means the subscription software, professional services, APIs, AI-enabled features, and related offerings purchased by Customer

2. ORDERS

i. Each accepted Order Form forms a separate agreement governed by these Terms.
ii. Each Order Form may incorporate:

a) Service Level Agreement (SLA)
b) Data Processing Addendum
c) Business Associate Agreement (if applicable)
d) Beta Program Terms

iii. The Order Form governs only the purchased Services.

3. PLATFORM ACCESS

a) Subject to these Terms and payment of applicable fees, Evident grants Customer a limited, non-exclusive, non-transferable, revocable right during the Subscription Term to access and use the subscribed Services solely for Customer's internal business operations.
b) Customer may not sublicense, resell, lease, distribute, or provide the Services to third parties unless expressly authorized in writing by Evident.

4. SERVICES

a) Evident will provide the Services identified in the applicable Order Form.
b) Professional Services, Custom Services, Beta Programs, AI-enabled features, APIs, and module-specific functionality are governed by the applicable Order Form or incorporated schedule.
c) Evident may improve, update, modify, replace, or discontinue features to maintain, secure, or enhance the Platform, provided such changes do not materially reduce the overall functionality of the subscribed Services.

5. CUSTOMER RESPONSIBILITIES

i. Customer shall:
a) provide accurate information necessary for the Services;
b) maintain compatible hardware, software, internet connectivity, and supported environments;
c) protect user credentials and restrict unauthorized access;
d) promptly review all outputs before operational, manufacturing, or clinical use;
e) comply with applicable laws; and
f) use the Services only for lawful business purposes.

ii. Customer remains responsible for all activities performed through its accounts.

6. ACCEPTABLE USE

i. Customer shall not:
a) copy, modify, reverse engineer, decompile, or attempt to derive the Platform's source code except where prohibited by law;
b) interfere with the security, integrity, availability, or performance of the Platform;
c) upload malware or malicious code;
d) use the Services to violate applicable laws or third-party rights;
e) circumvent usage restrictions or security controls;
f) access the Services to develop or support competing products or services; or
g) permit unauthorized persons to access or use the Services.

ii. Evident may suspend access to prevent misuse, security risks, or legal or operational harm.

7. PROFESSIONAL, AI AND BETA SERVICES

a) Professional Services will be performed in accordance with the applicable Order Form.
b) AI-enabled Services are intended to assist Customer and do not replace professional judgment. Customer remains solely responsible for reviewing and approving all AI-generated outputs before operational, manufacturing, or clinical use.

c) Participation in any Beta Program is governed by the applicable Beta Program Terms. Beta Services may be modified, suspended, or discontinued at Evident's discretion.

8. THIRD-PARTY SERVICES

a) The Platform may interact with third-party products, scanners, software, cloud services, APIs, or integrations.
b) Evident is not responsible for the availability, performance, security, compatibility, or functionality of third-party products or services, or for delays or failures resulting from them.

9. CHANGES TO THE PLATFORM

a) Evident may release updates, upgrades, patches, enhancements, and new functionality from time to time.
b) Customer acknowledges that the Platform is continuously evolving and that certain features, user interfaces, workflows, or functionality may change during the Subscription Term.

10. FEES AND PAYMENT

i. Customer shall pay all fees specified in the applicable Order Form.
ii. Unless otherwise stated:
    a) invoices are payable within thirty (30) days from the invoice date;
    b) fees are non-refundable once the applicable Services have commenced;
    c) taxes are additional unless expressly included; and
    d) overdue amounts may accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law.
iii. Customer remains responsible for all fees incurred by its Authorized Users.
iv. Evident may suspend the affected Services for undisputed overdue amounts after providing reasonable notice.

11. CUSTOMER DATA

a) Customer retains ownership of Customer Data.
b) Customer grants Evident and its service providers a worldwide, non-exclusive, royalty-free license during the Subscription Term to host, process, transmit, store, back up, secure, support, maintain, and provide the Services using Customer Data.
c) Except as permitted by applicable law or the Agreement, Evident will not access or disclose Customer Data except as necessary to provide the Services, comply with legal obligations, or protect the security and integrity of the Platform.
d) Upon termination, Customer Data will be handled in accordance with the applicable Order Form, Data Processing Addendum, or applicable law.

12. OPERATIONAL DATA

a) Evident owns all operational, diagnostic, telemetry, analytics, performance, usage, system-generated, and other technical data relating to the operation, security, maintenance, and improvement of the Platform, provided such data does not identify Customer or any individual.
b) Evident may use such data to operate, maintain, improve, secure, develop, monitor, and support the Platform.

13. INTELLECTUAL PROPERTY

a) Evident and its licensors retain all rights, title, and interest in the Platform, Services, software, APIs, AI models, algorithms, workflows, documentation, methodologies, know-how, improvements, updates, derivative works, and all related Intellectual Property Rights.
b) Except for the limited subscription rights expressly granted under these Terms, no intellectual property rights are transferred to Customer.

14. FEEDBACK

a) Customer may provide suggestions, comments, or feedback regarding the Services.
b) Customer grants Evident a perpetual, worldwide, irrevocable, royalty-free license to use, modify, incorporate, and commercialize such feedback without restriction or compensation, provided no Customer Confidential Information is disclosed.

15. CONFIDENTIALITY

a) Each Party shall protect the other Party's Confidential Information using reasonable care and shall use it only to perform or receive the Services.
b) Neither Party shall disclose Confidential Information except to its employees, Affiliates, contractors, professional advisers, or as required by law, provided such recipients are bound by confidentiality obligations no less protective than those contained herein.
c) These obligations do not apply to information that is publicly available through no fault of the receiving Party, lawfully obtained from another source without restriction, independently developed, or approved for disclosure in writing by the disclosing Party.

16. PRIVACY AND SECURITY

a) Evident will maintain reasonable administrative, technical, and organizational safeguards designed to protect Customer Data.
b) Where applicable, the Parties shall comply with the Data Processing Addendum, Business Associate Agreement, Privacy Notice, and applicable privacy laws.
c) Customer remains responsible for obtaining all necessary rights, consents, and authorizations for Customer Data submitted to the Platform.

17. SUPPORT

a) Support will be provided in accordance with the applicable Service Level Agreement.
b) Unless otherwise agreed, Support excludes Customer systems, internet connectivity, third-party products or services, unsupported integrations, Custom Services, and other matters outside Evident's reasonable control.

18. WARRANTIES

a) Each Party represents that it has the authority to enter into these Terms and will comply with applicable laws in performing its obligations.
b) Evident warrants that Professional Services will be performed in a professional and workmanlike manner. Customer's exclusive remedy for any breach of this warranty is re-performance of the affected Professional Services.

19. DISCLAIMER

i. Except as expressly stated in these Terms, the Platform and Services are provided **"AS IS"** and **"AS AVAILABLE."**
ii. To the maximum extent permitted by law, Evident disclaims all implied warranties, including merchantability, fitness for a particular purpose, non-infringement, uninterrupted availability, and error-free operation.
iii. Customer acknowledges that:
    a) AI-enabled features generate assistive outputs only;
    b) all outputs require Customer review and approval before operational, manufacturing, or clinical use; and
    c) Customer remains solely responsible for all decisions and actions taken using the Services.

20. LIMITATION OF LIABILITY

i. To the maximum extent permitted by law, each Party's aggregate liability arising out of or relating to these Terms shall not exceed the fees paid or payable by Customer under the applicable Order Form during the twelve (12) months preceding the event giving rise to the claim.

ii. Neither Party shall be liable for any indirect, incidental, consequential, special, punitive, exemplary, or lost profits, revenue, goodwill, or business interruption damages, regardless of the legal theory.

iii. These limitations do not apply to:
   a) payment obligations;
   b) fraud or willful misconduct;
   c) infringement or misappropriation of intellectual property rights;
   d) breaches of confidentiality; or
   e) liabilities that cannot legally be limited.

21. INDEMNIFICATION

a) Evident will defend and indemnify Customer against third-party claims alleging that the Services infringe intellectual property rights, provided Customer promptly notifies Evident, cooperates in the defense, and grants Evident sole control of the claim.

b) Customer will defend and indemnify Evident against third-party claims arising from Customer Data, Customer's misuse of the Services, or Customer's breach of these Terms.

c) If an infringement claim arises, Evident may modify or replace the affected Services, obtain the right to continue providing them, or terminate the affected Services and refund any prepaid unused subscription fees for the terminated portion.

22. SUSPENSION

i. Evident may suspend all or part of the Services where reasonably necessary to:
   a) protect the Platform or other customers;
   b) address security or legal risks;
   c) prevent misuse or unauthorized access;
   d) comply with applicable law; or
   e) address undisputed overdue payment.

ii. Suspension does not relieve Customer of its payment obligations.

23. TERM AND TERMINATION

i. These Terms remain effective while Customer uses the Services.

ii. Either Party may terminate an Order Form for material breach not cured within thirty (30) days after written notice.

iii. Either Party may terminate immediately where permitted by the applicable Order Form or applicable law.

iv. Upon termination:
   a) Customer shall cease using the affected Services;
   b) all unpaid fees become immediately due;
   c) subscription rights terminate; and
   d) Customer Data will be handled in accordance with the applicable Order Form, DPA, or applicable law.

v. Termination does not affect rights or obligations accrued before termination.

24. FORCE MAJEURE

Neither Party is liable for delays or failures caused by events beyond its reasonable control, including natural disasters, governmental actions, labor disputes, utility failures, internet disruptions, cloud outages, cybersecurity incidents, or failures of third-party providers.

25. GENERAL

Assignment

Neither Party may assign these Terms without the other Party's written consent, except to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of its business.

Independent Contractors

The Parties are independent contractors. Nothing creates a partnership, joint venture, agency, or employment relationship.

Export Compliance

Customer shall comply with all applicable export control, sanctions, and trade laws relating to its use of the Services.

Entire Agreement

These Terms, together with the applicable Order Form and incorporated schedules, constitute the entire agreement between the Parties regarding the Services and supersede all prior discussions relating to the same subject matter.

Amendments

No amendment is effective unless made in writing or through an updated version of these Terms accepted in accordance with the Agreement, except that Evident may update operational policies, schedules, and incorporated documents where such updates do not materially diminish Customer's rights under an existing Order Form.

Severability

If any provision is unenforceable, the remaining provisions remain in effect.

Waiver

Failure to enforce any provision does not constitute a waiver.

Survival

The provisions relating to payment, confidentiality, privacy, intellectual property, feedback, indemnification, limitation of liability, dispute resolution, and any provisions intended by their nature to survive shall survive termination.

Governing Law

These Terms are governed by the laws of British Columbia, Canada, excluding its conflict of law rules.

Dispute Resolution

The Parties will first attempt in good faith to resolve disputes through negotiation. Any dispute not resolved within thirty (30) days shall be finally resolved by confidential arbitration in the governing jurisdiction.