

## **Evident License and Services Agreement**

**Last Revised: May 23, 2023**

Please read these terms and conditions, as amended from time to time, (this “**Agreement**”) carefully before accessing and using the Evident platform including the Website (as defined below) and the Services (as defined below) provided by Evident, Inc. (“**Evident**”) through the Website. Evident provides the Services and the Website in accordance with this Agreement. Each time you use or access the Website and the Services or click on the Accept button, you expressly indicate and signify your or the Customer’s (as defined below) acceptance of this Agreement as it then reads, and you represent and warrant that you have the legal authority to agree to and accept this Agreement on your own or on behalf of the Customer and to legally bind you or the Customer and grant Evident all permissions and licenses provided in this Agreement. If you do not agree with each provision of this Agreement, or you are not authorized to agree to and accept this Agreement on behalf of Customer, you agree not to access or use the Website or the Services.

Please contact Evident at [support@evidentlabs.com](mailto:support@evidentlabs.com) if you have any questions or concerns about this Agreement.

### **1. Definitions**

- (a) “**Authorized User**” means an individual authorized by Customer and Evident to use the Services using the Customer’s Authentication Mechanism.
- (b) “**Beta Software**” means information software products and applications that have been developed by Evident but are not yet commercially released for sale and made available to Customer for internal evaluation and provision of feedback to Evident.
- (c) “**Customer**” or “**you**” means an individual or organization that completes the registration process for the use of the Website and the Services.
- (d) “**Customer Content**” means all information, data, files, links, scripts, images, graphics, scans, audio, video, text and any other materials, uploaded, submitted, or otherwise provided to Evident by or on behalf of Customer, whether through the Website or otherwise, including any personal information of Customer’s patients, patient’s health information, or any other information relating to patients.
- (e) “**Person**” means an individual, partnership, corporation (including a business trust), joint stock company, trust, unincorporated association, joint venture, or other form of venture or enterprise.
- (f) “**Privacy Policy**” means Evident’s Privacy Policy, the terms of which can be found at [www.evidentdigital.com](http://www.evidentdigital.com), as may be amended from time to time by Evident.
- (g) “**Services**” means the services provided by Evident, including the provision of certain professional design services for use in the creation of dental restorations and prosthetics, placing, tracking and managing orders for such services, consulting services, access to and use of various software applications (including

software as a service (SaaS) applications), and, if applicable, the use of Beta Software, such services as may be amended from time to time by Evident.

- (h) “**Website**” means the internet-based portal, or such other means made available by Evident from time to time, for the placement, tracking, management and delivery of orders for Services.

## 2. Additional Terms

Additional terms may be presented to you on the Website. You agree to comply with any additional terms, including any terms that require you to expressly accept them (whether through a click-through or otherwise), and then these additional terms are incorporated into this Agreement by reference.

## 3. License

Provided that you continue to comply with this Agreement, Evident grants to you (including your Authorized Users) a personal, non-transferable, non-exclusive, revocable, limited license to access and use the Services and the Website, including to (i) upload or otherwise submit or provide the Customer Content to Evident using the Website; (ii) access and use the Website to place and manage orders for the Services; and (iii) with respect to Beta Software only (if applicable), access and use the Beta Software solely for the purpose of testing and evaluating the applicable software products. Evident reserves the right to change any aspect of the Website and the Services including the right to refuse or remove any Customer Content or other content, whatever the source, at any time without any notice or liability to you.

## 4. Your Obligations

- (a) You will and will ensure all of your Authorized Users will:
  - (i) fully and accurately complete any applicable application and registration forms for the Services and the Website;
  - (ii) ensure that all information (“**Customer Information**”) provided by you to Evident, whether through the Website or otherwise is true, accurate, current and complete, and will be kept up-to-date at all times;
  - (iii) bear the sole responsibility and liability for (i) maintaining the confidentiality of all passwords and login information for the Website (collectively, the “**Authentication Mechanism**”), (ii) any misuse or potential misuse of the Authentication Mechanism, (iii) any and all loss, damage, and additional costs that you, Evident or any other person may incur as a result of your submission of any false, incorrect or incomplete information, including any Customer Information or Customer Content, and (iv) failure to keep all Customer Information up-to-date.
  - (iv) only permit the Authorized Users to use the Authentication Mechanism;
  - (v) not allow, permit, or otherwise authorize any other person (other than any Authorized Users) to use such Authentication Mechanism;

- (vi) notify Evident immediately upon any changes to Customer Information that would affect Customer's ability to use any Authentication Mechanism;
- (vii) notify Evident, and any other persons that may reasonably be expected by you to rely on your Authentication Mechanism, immediately upon any unauthorized use of the Authentication Mechanism, compromises to the confidentiality of your Authentication Mechanism, or you becoming aware of incorrect information in your Authentication Mechanism;
- (viii) take all reasonable steps to prevent third parties from accessing or using the Authentication Mechanism. Without limiting the generality of the foregoing, such reasonable steps will include at a minimum, the maintenance of the physical security of any computer on which your Authentication Mechanism may be installed such as locked offices and/or the use of desktop security facilities such as user ID and logon passwords;
- (ix) comply with all applicable laws;
- (x) not compromise, alter, render, or interfere with, disrupt or degrade the operation of the Website in any way or anyone's use of the Website, or use the Website to gain unauthorized access to other computer systems or any third party's information;
- (xi) not use the Services or the Website in any way that damages or disrupts Evident's business or reputation;
- (xii) not interfere with, reproduce, decompile, disassemble, reverse engineer, or attempt to derive source code from any aspect of the Evident Systems (defined below), Website, Services or any software used to provide the Services, or attempt to do so;
- (xiii) not abuse or fraudulently use the Website or Services in any way;
- (xiv) not use the Website or Services to engage in any unlawful activity or to infringe the rights of Evident, its partners, affiliates, related entities or any third party;
- (xv) not violate, plagiarize or infringe on the rights of any Person, including copyright, trademark, privacy or publicity, contract or other personal or proprietary rights;
- (xvi) not use the Website or the Services to make offensive or nuisance communications in any form, or to store, distribute or transmit any material without authority or right to do so or in violation of any contractual or other duty;
- (xvii) not transmit any unlawful, harassing, libelous, defamatory, abusive, threatening, or harmful material of any kind or nature or transmit any material that encourages conduct that could constitute a criminal offence, give rise to civil liability, or otherwise violate any applicable local,

provincial, state, national or international law or regulation or any right of any Person;

- (xviii) not post, submit or otherwise provide any content that may be considered threatening, hateful, abusive, harassing, disparaging of any person or group, vulgar, obscene, a nuisance, or otherwise objectionable or discloses private communications, personal information or confidential information without permission, or that includes any information that you do not have the right to disclose or make available;
  - (xix) not modify, copy, reproduce, republish, upload, post, transmit, distribute, modify, sell, lease, scrape content from or aggregate, sublicense, market, or otherwise change or commercially exploit in any way the Website or the Services other than as may be expressly permitted by Evident or as permitted pursuant to any fair use, fair dealing, or similar provisions of applicable law;
  - (xx) not upload or transmit any virus, worm, cancelbot, or other harmful software component;
  - (xxi) not impersonate any Person on or through the Website; and
  - (xxii) not otherwise use the Services or the Website in violation of this Agreement or any applicable local, state, provincial, federal, or international law, order, or regulation.
- (b) You hereby expressly consent, and confirm you have the right and permission to consent, to Evident's collection, use, disclosure, and storage of Customer Information, Customer Content and any other personal information provided to Evident, in accordance with the terms of the Privacy Policy. By accepting this Agreement, and each time you use the Services and the Website, you consent to the collection, use and disclosure of personal information by us in accordance with the Privacy Policy.
- (c) As between Evident and Customer, you agree that Customer is solely responsible to inform patients of all relevant policies and practices of Customer with respect to the handling of Customer Content and the use of the Services and Website, obtain all necessary rights, permissions and consents from such patients as necessary for the lawful use of such Customer Content and the use of the Services and Website, and respond to and resolve any dispute with a patient related to or based on Customer Content, the Services, the Website or Customer's failure to fulfill these obligations.
- (d) Customer is fully responsible for all Customer Content provided to Evident as well as for all finished designs, images or other information provided. Customer is responsible for ensuring the resulting designs from the Services meet the requirements of its patients. Evident makes no representations or warranties regarding the accuracy of any information provided to Evident and the resulting designs produced by Evident as part of the Services, nor the products produced therefrom.

- (e) You acknowledge and agree that:
  - (i) Evident has the right, but not the obligation, to validate Customer Information;
  - (ii) Evident may, in its sole discretion, refuse to allow you or any Authorized User to be registered to use the Services or the Website, if in its sole discretion, it determines it would be inappropriate to do so;
  - (iii) Evident may, in its sole discretion, revoke the Authentication Mechanism issued to you or any Authorized User;
  - (iv) the establishment of the Authentication Mechanism in no way entitles you or any Authorized User to use any other software application or service, and, if required, you must enter into a separate agreement with each such software application vendor or service provider;
  - (v) with respect to the Services and the Website, Evident reserves the right to: (A) correct any error, inaccuracy or omission at any time without prior notice or liability to you or any other person; (B) change at any time the products and services advertised or made available, the prices, fees, charges and specifications of such products and services, any promotional offers and any other content without any notice or liability to you or any other person; (C) reject, correct, cancel or terminate any order, including accepted orders for any reason; and (D) limit quantities available for sale or sold;
  - (vi) Evident is not providing any medical care, dental care, health care, or treatment-related advice;
  - (vii) links to the Website without the express written permission of Evident are strictly prohibited; the framing, mirroring, scraping or data-mining of the Website or any of its content in any form and by any means is strictly prohibited. You may not use any collaborative browsing or display technologies in connection with your use of the Website or to post comments, communications, or any other data of any kind to or on the Website with the intention that such postings may be viewed by other users of the Website; and
  - (viii) certain occurrences such as unexpected system maintenances and server failures may temporarily interrupt access to the Services or the Website, such causes may be beyond Evident's control, and Evident cannot and does not guarantee that the Services or the Website will always be available.
- (f) You represent, warrant, and covenant that all Customer Information, including any statements made by you about yourself are true, accurate, and complete.
- (g) You will be responsible for all access and use of the Services and the Website through the use of the Authentication Mechanism by anyone and will be liable for any fees or other costs relating to such access or use.

## 5. Customer Content

- (a) You are solely responsible for: (i) all costs and expenses relating to the creation, licensing, or procurement of Customer Content; (ii) obtaining all licenses and consents necessary to enable the lawful use of Customer Content as contemplated by this Agreement and in Evident's provision of the Services and on the Website without breaching any agreement, intellectual property rights, privacy rights or any other rights of a third party, or other applicable laws; (iii) advising Evident of any errors, omissions or deficiencies in Customer Content and paying all costs associated with correction of such error, omission, or deficiencies; and (iv) obtaining all hardware, software and services which are necessary to access the Website and use the Services including all computers, devices, web browsers, and services provided by Internet service providers.
- (b) Evident does not claim ownership of Customer Content. However, by submitting Customer Content, you grant to Evident, its affiliates, and sublicensees a royalty-free, perpetual, irrevocable, sublicensable, transferable, worldwide, non-exclusive right to use and incorporate Customer Content (in whole or in part) for the purpose of providing the Services. You also represent and warrant that the holder(s) of rights in Customer Content, including any moral rights and privacy rights, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above and use, disclose and process such information as contemplated in this Agreement. Subject to the terms and conditions of this Agreement, the owner of Customer Content retains any and all rights that may exist in such content.
- (c) You acknowledge and agree that a third-party payment processor is responsible for processing all payments made on the Website and otherwise using information provided in relation to such payments. In no event will Evident be liable or be responsible to you for any amounts relating to your use of the third-party payment processor on the Website.
- (d) Evident will have no responsibility for the performance, adequacy, accuracy, concurrency or other matters related to your systems or your business.
- (e) Evident reserves the right to take all actions, including immediate termination of Services, for anything which it considers is contrary to the provisions of this Agreement or is necessary to comply with applicable laws.

## 6. Ownership

The Website and all web pages, content, software, images, site design, text, graphics, the arrangement of such materials, and other data, resources, know-how, materials, services and information contained on, published, displayed, distributed or provided, on or through the Website or Services (collectively, the "**Content**") is protected by copyright and other intellectual property laws, and is owned by or licensed to Evident. You acknowledge and agree that the Services, Website, Content, software, hardware, and business processes used to provide the Services (collectively, the "**Evident Systems**") are proprietary to and owned by Evident and its licensors, as applicable. Other than the license rights granted to you under this Agreement, nothing in this Agreement transfers any right, title or interests, including all intellectual property rights therein, in or to the Evident Systems.

You may give Evident notification of problems, solutions to identified problems, or suggested improvements or other changes with respect to the Website or the Services during the Term (the “**Feedback**”). The Feedback will be the property of Evident, and you hereby assign all rights, title, and interests, including all intellectual property rights therein, in and to the Feedback to Evident effective as of the date of the Feedback’s creation, and Evident may use such Feedback for any purposes without notice or obligation to account to the Customer.

## **7. Fees**

Customer must pay to Evident all applicable fees for the Services and for access to and use of the Website, which fees are subject to change from time to time in Evident’s discretion.

## **8. Order Confirmations and Cancellations**

If you wish to cancel an order, you may request a cancellation by calling +1 (877) 909-7770, or emailing [support@evidentlabs.com](mailto:support@evidentlabs.com). However, we may not receive and process your cancellation request before we accept in which case your cancellation request may not be effective.

## **9. Security**

Evident does not guarantee that the Services or the Website will be free of security risks. Your connection to the Services or the Website may not be encrypted, and Evident is not responsible for encrypting any information that you transmit or receive. It is therefore possible that third parties will be able to intercept and review this information. You are responsible for taking necessary security precautions, and Evident therefore strongly recommends that you use an up-to-date device and software (including anti-virus software) to mitigate these and other security risks.

## **10. Warranty Exclusion and Limitation on Liability**

- (A) TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES, WEBSITE AND ALL CONTENT ON THE WEBSITE ARE PROVIDED “AS IS” AND EVIDENT MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH RESPECT TO THE SERVICES OR THE WEBSITE, INCLUDING REGARDING CURRENCY, FREEDOM FROM ERRORS, TITLE, OMISSIONS, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, MERCHANTABLE QUALITY, SECURITY, DURABILITY, RELIABILITY, ACCURACY, TRUTHFULNESS, OR NON-INFRINGEMENT.
  
- (B) TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVIDENT ASSUMES NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR THE CONTENT, ACCURACY, RELIABILITY OR OPINIONS EXPRESSED IN A THIRD-PARTY SITE, INCLUDING THE THIRD-PARTY PAYMENT PROCESSOR USED BY THE WEBSITE, AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, INCLUDING IMPLIED REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, DURABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY, OR ACCURACY, WITH RESPECT TO PRODUCTS, SERVICES, AND CONTENT, INCLUDING ANY

SOFTWARE APPLICATIONS, OBTAINED FROM OR PROVIDED BY A THIRD PARTY.

- (C) TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EVIDENT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING ANY DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, MISUSE OF YOUR AUTHENTICATION MECHANISM, LOSS OR DESTRUCTION OF DATA OR BUSINESS DATA, OR ANY PECUNIARY LOSS, REGARDLESS OF THE CAUSE OF ACTION, INCLUDING LIABILITY BASED ON BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTIES, OR FAILURE OF ESSENTIAL PURPOSE, EVEN IF EVIDENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (D) TO THE MAXIMUM EXTENT PERMITTED BY LAW, WITHOUT LIMITING THE GENERALITY OF SECTION 10(A), EVIDENT DOES NOT WARRANT THAT THE WEBSITE, ITS SERVERS, THE CONTENT, ANY COMMUNICATIONS FROM THE WEBSITE AND THE BETA SOFTWARE (IF APPLICABLE) ARE FREE OF VIRUSES, MALICIOUS CODE, UNAUTHORIZED PROGRAMS OR OTHER HARMFUL COMPONENTS. YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE AND ANY CONTENT CONTAINED THEREIN IS AT YOUR SOLE RISK.
- (E) TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVIDENT'S MAXIMUM AGGREGATE LIABILITY, AND YOUR EXCLUSIVE REMEDY FOR ANY AND ALL DAMAGES, INJURY, DEATH, PROPERTY DAMAGE AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT, THE WEBSITE, THE SERVICES, THE CONTENT, THIRD PARTY WEBSITES OR YOUR USE OF THE WEBSITE, THE SERVICES, THE CONTENT OR THIRD PARTY WEBSITES WILL BE THE FEES YOU PAID TO EVIDENT IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVEN RISE TO THE LOSSES, EXCEPT THAT EVIDENT'S MAXIMUM AGGREGATE LIABILITY FOR ANY CLAIMS ARISING OUT OF, BASED ON, RESULTING FROM OR IN ANY WAY RELATED TO THE USE OF, OR FOR ANY ERROR OR DEFECT IN THE, BETA SOFTWARE OR THE PROVISION OF TECHNICAL SUPPORT, INSTALLATION, TRAINING OR OTHER SERVICES IN CONNECTION WITH THE BETA SOFTWARE (IF APPLICABLE) WILL BE THE FEES YOU PAID TO EVIDENT IN CONNECTION WITH TESTING AND EVALUATION OF THE BETA SOFTWARE. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT, THE WEBSITE, THE SERVICES, CONTENT, OR THIRD PARTY WEBSITES WILL NOT ENLARGE OR EXTEND THE MAXIMUM AMOUNT FOR WHICH EVIDENT IS LIABLE.
- (F) THE EXCLUSION OF CERTAIN WARRANTIES AND THE LIMITATION OF CERTAIN LIABILITIES IS PROHIBITED IN SOME JURISDICTIONS. THESE STATUTORY PROHIBITIONS MAY APPLY TO YOU.



## 11. Indemnity

You will indemnify and hold Evident, its affiliates, and their respective directors, officers, employees, and members (the “**Indemnified Parties**”) harmless for any costs (including settlement and legal fees), damages, expenses, losses, and liability that they incur as a result of any claim, suit, action or other proceeding brought against an Indemnified Party, that is based on or arises from: (i) Customer’s breach of this Agreement; (ii) improper use of the Services, the Website, Authentication Mechanism, Customer Information or Customer Content; (iii) false information or misrepresentation of fact in Customer’s application or registration; (iv) failure to disclose a material fact on Customer’s application or registration, whether such failure was caused by negligence, by an intent to deceive, or otherwise; or (v) acts, errors, or omissions, whether negligent or otherwise, including the failure to use a trustworthy system or to take necessary precautions, that causes a compromise, loss, disclosure, modification, or unauthorized use of your Authentication Mechanism, Customer Content, Customer Information, or that enables a third party to misuse, or to continue to misuse, your Authentication Mechanism, Customer Content, Customer Information; or (vi) any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of your acts or omissions; and (vii) Customer’s breach of any laws, regulations or rights of any third party.

## 12. Additional Terms Applicable to Beta Software

From time to time, Evident may make Beta Software available to Customer for testing and evaluation and not for general commercial use. Where Customer elects to access and use any Beta Software, the following terms will apply to such access and use of the Beta Software for the applicable beta testing period during which the Beta Software is made available, in addition to the terms of this Agreement:

### (a) **Proprietary Rights; Confidentiality; Restrictions.**

- (i) Customer acknowledges that the Beta Software contains confidential information and trade secrets of Evident and its licensors. Customer will not: copy (except as strictly necessary to use the Software in accordance with the terms of Section 3 hereof), distribute, sell, sublicense or otherwise transfer or make available the Beta Software or any portion thereof to any third party; remove from view any copyright legend, trademark or confidentiality notice appearing on the Beta Software or Beta Software output; modify, adapt, translate, reverse engineer, decompile or derive the source code for the Beta Software, or authorize a third party to do any of the foregoing. Customer will reproduce all of Evident’s and its licensors’ copyright notices and any other proprietary rights notices on all copies of the Beta Software that Customer makes hereunder.
- (ii) Customer will not use the Beta Software or any documentation provided therewith for any purpose other than Customer’s internal evaluation and the provision of feedback to Evident, and will not disclose to any third party without the prior written approval of Evident, the Beta Software, its features, Feedback, related technical information identified as confidential or the results of any performance or functional evaluation or test of the Beta Software (the “**Confidential Information**”). Customer will use no

less than all reasonable efforts to protect the Confidential Information from unauthorized use or disclosure. Customer may disclose Confidential Information only to those of its employees who have a bona fide need to know such information for Customer's evaluation of the Beta Software and who have first executed a written agreement that contains use and nondisclosure restrictions at least as protective as those set forth herein. Customer will immediately report any violation of this provision to Evident and shall employ all reasonable means to mitigate any damages or losses that Evident may incur as a result of any such violation. Customer's rights in the Beta Software will be limited to those expressly granted in Section 3. Evident and its licensors reserve all rights and licenses in and to the Beta Software not expressly granted to Customer hereunder.

- (b) **Acknowledgment of Beta Software.** Customer acknowledges and agrees that: (i) the Beta Software is not an official product and has not been commercially released for sale by Evident; (ii) the Beta Software may not operate properly, be in final form or fully functional; (iii) the Beta Software may contain errors, design flaws or other problems; (iv) it may not be possible to make the Beta Software fully functional; (v) the information obtained using the Beta Software may not be accurate and may not accurately correspond to information extracted from any database or other source; (vi) use of the Beta Software may result in unexpected results, loss of data or communications, project delays or other unpredictable damage or loss; (vii) Evident is under no obligation to release a commercial version of the Beta Software; and (viii) Evident has the right unilaterally to abandon development of the Beta Software, at any time and without any obligation or liability to Customer. Customer acknowledges and agrees that it should not rely on the Beta Software for any reason. Customer is solely responsible for maintaining and protecting all data and information that is retrieved, extracted, transformed, loaded, stored or otherwise processed by the Beta Software. Customer will be responsible for all costs and expenses required to backup and restore any data and information that is lost or corrupted as a result of Customer's use of the Beta Software.
- (c) **Return of Materials.** Customer shall not, except as expressly authorized in writing by Evident, make any copies or duplicates of any Confidential Information relating to the Beta Software. Any materials or documents that have been furnished by Evident to Customer in connection with this Agreement shall be promptly destroyed or returned to Evident by Customer, accompanied by all copies of such documentation, within five (5) days after (i) the applicable beta testing period has been concluded, or (ii) the receipt of written request of Evident. Upon written request by the Evident, the return (or, as applicable, destruction) of all Confidential Information shall be accompanied by an affidavit or certification executed by a corporate officer of the Customer affirming that Customer has not retained any Confidential Information (or copies or summaries thereof), provided that, Customer shall be permitted to retain a copy of the Confidential Information to the extent required by applicable law, regulatory authorities, or Customer's internal compliance requirements.

### **13. Governing Law**

This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia, Canada and the federal laws applicable therein, excluding any principles of conflicts of law that would apply a different body of law. All disputes which may arise between the parties, in relation to this contract, shall be finally settled by arbitration in Canada in accordance with the International Arbitration Rules of the Canadian Commercial Arbitration Board and under the Law of Canada. The arbitral tribunal consists of three arbitrators, each party shall appoint one arbitrator and two arbitrators chosen by them shall appoint a third arbitrator, as a presiding arbitrator. The seat, or legal place, of arbitral proceedings shall be Canada, and the language to be used in the arbitral proceedings shall be English. In any action to enforce this Agreement, the prevailing party shall be awarded all court costs and reasonable attorneys' fees incurred. The arbitrator's award in any such arbitration shall be final and binding, and a judgment upon such award may be enforced by any court of competent jurisdiction.

### **14. Notice**

The communications between you and Evident relating to the Website and Services use electronic means, except where Evident specifically requests communication in a non-electronic manner. For contractual purposes, you (a) consent to receive communications from Evident in an electronic form, whether via email or notice posted on the Website or other reasonable means; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Evident provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in a writing.

In Evident's sole discretion, notices to you may also be made via either email or by mail or courier to the address you specify on any application forms. Evident may also provide notices of changes to this Agreement or other matters by displaying notices or links to notices to you generally on the Website.

### **15. Term**

This Agreement shall be effective upon you agreeing to be bound by the terms and conditions of this Agreement and shall continue in effect unless terminated in accordance with the provisions set out herein.

### **16. Suspension and Termination**

Evident may suspend your access to the Services or the Website at any time, with cause, if Evident believes you have breached or will breach this Agreement. Evident may also terminate or suspend your account and your access to the Services or the Website for any other reason in Evident's absolute discretion without any notice or liability to you or any other person.

Notwithstanding any other provision of this Agreement, Evident may in its absolute discretion change, discontinue, modify, restrict, suspend or terminate the Services, the Website or any part of the Services or the Website without any notice or liability to you or any other person.

Unless Evident indicates in writing otherwise, any termination of this Agreement will also revoke any Authentication Mechanism established under this Agreement and any right granted by Evident to you under this Agreement, including the right to use the Website and the Services, will cease. All Authentication Mechanisms remain the property of Evident and may be cancelled

or suspended at any time by Evident in Evident's discretion without any notice or liability to you or any other person.

#### **17. Survival**

The provisions of this Agreement as may reasonably be expected by their nature to remain in force will survive the termination of this Agreement and will remain in full force and effect following such termination.

#### **18. Severability**

If a court of competent jurisdiction concludes that any provision of this Agreement is illegal, invalid or unenforceable, then it will be severed from this Agreement and the remaining provisions will remain in full force and effect.

#### **19. Entire Agreement**

This Agreement (including the Privacy Policy and any other additional terms), and the Business Associate Agreement if required pursuant to applicable law, constitutes the entire agreement between you and Evident with respect to the Services, the Website, and the Authentication Mechanism. This Agreement supersedes all prior or contemporaneous communications of any kind between you and Evident with respect to the Services, the Website, and the Authentication Mechanism.

#### **20. Force Majeure**

Evident's performance under this Agreement will be excused to the extent that its performance is hindered, delayed or made commercially impractical by causes beyond its reasonable control.

#### **21. Assignment**

Evident may assign this Agreement without notice to You. You shall not assign this Agreement in whole or in part without the prior written consent of Evident (such consent may be withheld or conditioned at Evident's discretion) and any assignment without Evident's prior written consent shall be null and void and of no effect.

#### **22. Further Assurance**

You will, and will ensure your Authorized Users will, from time to time execute and deliver all such further documents and instruments and do all acts and things as Evident may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

#### **22. Extended Meanings**

The term "includes" or "such as" shall be construed as meaning, "includes without limitation" and "such as without limitation", as the case may be.

#### **23. Waiver**

No party is to be deemed to have waived or forfeited any right under this Agreement, whether on the basis of failure, delay or any other legal or equitable doctrine, unless such waiver is

made in writing signed by an authorised signatory of the party against whom the waiver is sought to be enforced. Waiver of any provision, or any breach of any provision, of this Agreement in one instance shall not constitute a waiver as to any other instance.

#### **24. Links to Other Sites**

As part of using the Services, the Website may redirect you to third party websites (the “**Third Party Sites**”), such as the third party payment processor. You acknowledge and agree that the Third Party Sites are not under the control of Evident, and Evident is not responsible for the contents of any Third Party Site or any link contained in a Third Party Site, or any changes or updates to such Third Party Site. The inclusion of any link to a Third Party Site on the Website does not imply endorsement or any representation by Evident of the Third Party Site. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, bugs, problems or other limitations. In no event shall Evident be liable to you for any claims or damages, whether direct, indirect, special or consequential or otherwise arising from or in connection with your use of any other linked web site, including any lost profits, business interruption, loss of programs or other data, even if Evident was expressly advised of the possibility of such damages.

#### **25. Export Control**

You will ensure that any use of the Services and any software as part of provision of the Services are in compliance with all applicable export laws and the laws of any foreign country. The license granted to you under this Agreement is on the condition that you comply with applicable export control legislation and you acknowledge that this Agreement will be terminated if you do not comply with this Section. You represent and warrant that you are not located in any Canadian or U.S. government embargoed, restricted, or prohibited countries or in any country on Canada’s Area Control List or similar lists of the U.S. government.

#### **26. Future Amendment of Terms**

Evident may, in its sole discretion, modify this Agreement at any time by posting a revised version of this Agreement on the Website or by otherwise notifying you. The modified terms will be effective upon posting or, if the notification is provided by email, as stated in the email notice. By continuing to use the Services and the Website, you are deemed to have accepted such modified terms. If you disagree with any changes to this Agreement, you may contact Evident and Evident will work with you to resolve the disagreement. If Evident is unable to resolve the disagreement within 30 days, either Evident or you may terminate your account. You may not change this Agreement in any manner.

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