

**OCTI.HEALTH**  
**CUSTOMER TERMS AND CONDITIONS**

*Last Updated: November 3, 2025*

These *Octi.Health Customer Terms and Conditions* (the "Agreement") constitute a binding agreement between **Octi Health, Inc.** (the "Company," "Octi," "we," "our" or "us") and you, the individual accepting this Agreement ("you" or "Customer"). Company and you may be collectively referred to as the "Parties," and each individually as a "Party".

BY CLICKING "I AGREE/I ACCEPT/SIGN UP" (OR THE SIMILAR BUTTON OR CHECKBOX), ACCESSING THE PLATFORM, OR CREATING AN ACCOUNT: (A) YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT; AND (B) YOU REPRESENT THAT YOU ARE: (i) AT LEAST EIGHTEEN (18) YEARS OF AGE (OR OF LEGAL AGE TO FORM A BINDING CONTRACT IN YOUR JURISDICTION); AND (ii) SEEKING SERVICES IN CONNECTION WITH MEDICAL BILLS ISSUED BY HEALTHCARE PROVIDERS LOCATED IN THE UNITED STATES OF AMERICA.

IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT CLICK "I AGREE/I ACCEPT/SIGN UP" (OR THE SIMILAR BUTTON OR CHECKBOX), AND YOU ARE NOT AUTHORIZED TO ACCESS OR USE ANY PART OF THE PLATFORM.

This Agreement commences and becomes effective (the "Effective Date") as of the earliest of: (a) the date you first click "I Agree/I Accept/Sign Up" (or a similar button or checkbox); (b) the date you first access or use the Platform, or set up an Account (defined below); or (c) any effective or commencement date specified in your Order (defined below).

**ARBITRATION NOTICE: THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION AGREEMENT – SEE SECTION 13 (MANDATORY ARBITRATION) AND ITS RELATED SCHEDULE A. PLEASE READ THAT SCHEDULE CAREFULLY, SINCE IT MAY REQUIRE CUSTOMER AND OCTI TO ARBITRATE CERTAIN DISPUTES AND LIMIT THE MANNER IN WHICH BOTH PARTIES CAN SEEK RELIEF. THERE IS AN OPTION TO OPT-OUT; HOWEVER, ARBITRATION IS A MATERIAL CONDITION OF OCTI'S PROVISION OF SERVICES. BY ACCEPTING THIS AGREEMENT, YOU AGREE THAT OPTING OUT OF THE ARBITRATION PROVISIONS WILL RESULT IN IMMEDIATE TERMINATION OF YOUR ACCESS TO THE PLATFORM AND SERVICES. PLEASE REVIEW THE ARBITRATION PROVISIONS CAREFULLY.**

**SERVICE EXCLUSION NOTICE: THE SERVICES ARE NOT AVAILABLE FOR BILLS RELATED TO HIV, SUBSTANCE USE DISORDER, MENTAL HEALTH, OR OTHER CATEGORIES OF INFORMATION REQUIRING SPECIAL CONSENT - SEE SECTION 4.3 (AUTHORIZATION FORM AND HIPAA COMPLIANCE) FOR DETAILS.**

**1. DEFINITIONS.** The following capitalized terms have the meanings set forth below:

**"App"** means any mobile application version or component of the Platform, for installation and use on mobile devices. Unless the context requires otherwise, references in this Agreement to the "Platform" shall be deemed to include the "App" as well.

**"Company Affiliate"** means any organization or entity controlling, controlled by, or under common control with, us, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such organization or entity, whether through the ownership of voting securities, by contract, or otherwise.

**"Content"** means any text, data, information, reports, files, images, graphics, software code, or other content.

**"Covered Employee"** means an individual who is eligible to receive Services by virtue of their employment with an Employer that has an active Services Agreement with us.

**"Device"** means any mobile telephone, tablet, or device that you own or control.

**"Documentation"** means the Platform-related operational guides or manuals, which we provide or make available to you, in any form or medium. Documentation does not include any marketing or other publicly available materials. Unless the context requires otherwise, references in this Agreement to the "Platform" shall be deemed to include the "Documentation" as well.

**"Employer"** means an entity that has entered into a Services Agreement with us to provide the Services to its employees and, if applicable, their eligible dependents.

**"Intellectual Property Rights"** means any and all right, title, and interest (under any jurisdiction or treaty, whether protectable or not, whether registered or unregistered, and whether vested, contingent, or future) in and to inventions,

discoveries, works of authorship, designs, software, technical information, databases, know-how, mask works, methods, technology, and other intellectual property, and includes but is not limited to patents, copyrights and similar authorship rights, moral (and similar personal) rights, mask work rights, data and database rights, trade secret rights and similar rights in confidential information and other non-public information, design rights, trademark, service mark, trade name, trade dress and similar branding rights, as well as: (i) all applications, registrations, renewals, reexaminations, extensions, continuations, continuations-in-part, provisionals, substitutions, divisions or reissues of or for the foregoing; and (ii) all goodwill associated with the foregoing.

**"Law"** means any federal, state, foreign, regional, or local statute, regulation, ordinance, or rule of any jurisdiction.

**"Order"** means any transaction or process through which you engage our Services, which occurs when you: (a) create an Account on the Platform; (b) provide payment information during the onboarding process; and (c) submit one or more medical bills for negotiation. Each Order is hereby incorporated into this Agreement by reference. The details of each Order, including the specific medical bills submitted for negotiation and any applicable Success Fee percentage, will be recorded and accessible through your Account on the Platform. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and an Order, the former shall prevail (except to the extent expressly stated otherwise in the Order, or to the extent related solely to the specific bills submitted or Success Fee rates applicable to a particular transaction, in which cases the Order prevails).

**"Platform"** means our medical bill reduction software-as-a-service platform (and underlying Intellectual Property), known as *Octi*.

**"Platform Content"** means any Content (excluding Your Content) appearing on or in, or otherwise provided or made available via, the Platform (such as insights and analytics).

**"Pricing Page"** means any publicly available web page(s) on the Site where Company publishes information about its Success Fee percentages, as amended by us from time to time.

**"Privacy Policy"** means our then-current privacy policy available on the Site, as may be modified from time to time by us. The Privacy Policy is hereby incorporated into, and made a part of, this Agreement by reference.

**"Sensitive Data"** means any (i) categories of data enumerated in Article 9(1) of the European Union's General Data Protection Regulation (Regulation 2016/679, also known as the GDPR) or any successor law; (ii) credit, debit or other payment card data subject to the *Payment Card Industry Data Security Standards* ("PCI DSS"); (iii) *Nonpublic Personal Information* (NPI) (as defined by the Gramm-Leach-Bliley Act and its implementing rules and regulations) or *Personal Health Information* (PHI) (as defined by the Health Insurance Portability and Accountability Act and its implementing rules and regulations); or (iv) any data similar to the foregoing that is protected under foreign or domestic laws.

**"Services"** means the medical bill negotiation and reduction services provided by us to you via the Platform, excluding any services related to bills involving HIV, substance use disorder, mental health, or other categories requiring special consent as specified in Section 4.3 (*Authorization Form and HIPAA Compliance*).

**"Services Agreement"** means an agreement between us and an Employer pursuant to which the Employer pays for certain aspects of the Services on behalf of its employees and eligible dependents.

**"Site"** means our website currently at *Octi*.

**"Usage Statistics"** means any non-Customer-identifying information, data, reporting, suggestions, analyses, and/or intelligence relating to the operation, support, and/or your use of the Platform and/or Platform Content (such as metadata, aggregated data, analytics, security findings or discoveries, etc.).

**"Your Content"** means any Content submitted or uploaded to, or imported into, the Platform, or otherwise provided or made available to us, by you or on your behalf. Your Content includes, but is not limited to, your Account Information (defined below).

## **2. ACCOUNT**

**2.1. Creating an Account**. To access the Platform, you will need to create an account by providing the information requested in the registration form ("**Account**"). You must ensure all information you submit is complete and accurate, and you must keep it updated. You are responsible for maintaining the confidentiality of your Account credentials and for all activities that occur under your Account. If you notice any unauthorized access to your Account, please notify us immediately at [support@octi.health](mailto:support@octi.health). We will process your personal information according to our Privacy Policy.

- 2.2. **Third Party Applications**. As an alternative to the above Account registration process, you may be able to generate an Account, or otherwise access the Platform, by integrating and logging in via a supported third party platform (a "Third Party Application"). As part of such integration, the Third Party Application may provide us with access to certain information that you have provided to such Third Party Application. The type of such information provided to us, as well as the manner in which the Third Party Application uses, stores, and discloses such information, is governed solely by the policies of the third party operating the Third Party Application, and we will have no liability or responsibility for the privacy practices or other actions of such third parties. We enable such integration merely as a convenience, and the availability of such integration does not (and shall not be construed to) in any way imply, suggest, or constitute any sponsorship, endorsement, or approval by us of such Third Party Application or third party, nor any affiliation between us and such third party. We will have no obligation or liability of any kind whatsoever for a Third Party Application or for the third party's policies, practices, actions, or omissions.
- 2.3. **Covered Employees**. If you are a Covered Employee, your eligibility to access the Platform and receive Services may be established through information provided by your Employer. You hereby authorize us to receive and use such information for the purpose of creating and maintaining your Account and providing the Services. You acknowledge that your ability to access and use the Platform and Services may be contingent upon your continued employment with the Employer or continued coverage under the applicable Services Agreement.

### **3. FREE TRIALS**

From time to time, we may let you try certain features at no charge for a free trial period. Unless otherwise specified, the default trial period is 30 days. We may end any trial period at any time. Free trials are for your evaluation only (not for production use). We provide trials "AS IS" without warranty or liability. If the law requires us to have some liability for trial features, our maximum liability is limited to **\$10**.

### **4. PLATFORM AND SUBSCRIPTION**

- 4.1. **General**. Subject to the terms and conditions of this Agreement (including without limitation your payment of all applicable fees), we grant you a limited, non-exclusive, non-transferable, non-sublicensable right and license, during the Term (defined below) to: (a) access and use the Platform, and view the Platform Content, for your end-use in accordance with the Documentation, and (b) if applicable, install the App on a Device (collectively, the "Subscription").

For the avoidance of doubt, the Platform is only licensed or provided on a subscription basis (and is not sold) hereunder. Any rights not expressly granted herein are hereby reserved by us and our licensors, and, except for the Subscription, you are granted no other right or license in or to the Platform, whether by implied license, estoppel, exhaustion, operation of law, or otherwise. We reserve the right, but not the obligation, to monitor your use of the Platform.

- 4.2. **Restriction on Use of the Service**. To protect our Services and all users, you agree not to:

- Upload viruses, malware, or harmful code
- Attempt to break into or disrupt our systems or security features
- Overload our servers with excessive requests
- Access the service using automated tools or bots
- Tamper with content identifiers or security features
- Copy, modify, or create derivative works of our service
- Remove or alter any copyright notices
- Reverse engineer our software or attempt to extract our code
- Use our service to build a competing product
- Share your account with others or resell access to our service
- Use the service for illegal activities; or
- Misrepresent your identity when using the service

- 4.3. **Authorization Form and HIPAA Compliance**. You acknowledge and agree that, as a condition to using the Platform, you must accept and provide the Authorization Form authorizing us to act on your behalf in connection with medical bills, including communicating with healthcare providers, insurance companies, and billing departments, and accessing your medical, billing, and insurance records as described in the Authorization Form. If you are a Covered Employee, you acknowledge that your Employer may provide us with certain information about you as described in the applicable Employer Agreement, but that we will still require you to complete the Authorization Form before providing Services. We will comply with our obligations under

applicable law, including HIPAA, with respect to the privacy and security of your protected health information ("PHI") obtained pursuant to the Authorization Form. We will implement safeguards for PHI as required by law but do not guarantee or warrant absolute security. You acknowledge and agree that, except as expressly required by applicable law, we will have no liability for any unauthorized access, use, or disclosure of PHI. Access to PHI will be provided to our personnel, contractors, and representatives as deemed necessary by us to provide the Services. Notwithstanding anything to the contrary, you acknowledge and agree that the Services will not be available for, and will not be used in connection with, any bills, invoices, records, or information relating to HIV, substance use disorder, mental health, or any other category of information that requires separate or special consent under applicable laws, regulations, or governmental guidance. You will not upload, transmit, or otherwise use the Services with respect to such information, and any such use shall constitute a material breach of this Agreement.

- 4.4. **Portal Access and Security.** If you provide us with credentials or enable secure connections (such as OAuth) to access your health portals, you represent and warrant that such access is authorized and permitted under applicable law. You are solely responsible for ensuring that credentials are not shared with unauthorized parties and for promptly notifying us in writing if you wish to revoke our access to any health portal or if you become aware of any unauthorized use of such credentials. We will use portal access solely for the purposes described in the Authorization Form and this Agreement and will cease access upon your written revocation or upon termination of this Agreement, subject to any rights or obligations that have accrued prior to such revocation or termination.
- 4.5. **Customer Responsibilities Regarding Credentials and Revocation.** You are solely responsible for maintaining the confidentiality of any credentials or access methods provided to us for the purpose of accessing health portals or other third-party systems. You agree not to share such credentials with any unauthorized person or entity. You may revoke our access at any time by providing written notice to us, except that such revocation will not affect any actions already taken by us in reliance on the Authorization Form prior to receipt of the revocation.
- 4.6. **Employer Relationship.** If you are a Covered Employee, you acknowledge and agree that: (a) your Employer may provide us with certain information about you as described in the applicable Services Agreement, including but not limited to your name, contact information, and insurance plan details; (b) we may provide your Employer with de-identified, aggregated information about the Services provided to you and other Covered Employees; (c) with your explicit consent, we may share individual-level information about the Services provided to you with your Employer; and (d) your access to the Platform and Services may be contingent upon information provided by your Employer regarding your eligibility. Nothing in this Agreement requires us to share your individually identifiable medical information with your Employer without your express consent, except as permitted by applicable law.
- 4.7. **SaaS Hosting.** The Platform is made available to you electronically, via the Site. The hosting of the Platform (and related processing) will be provided by a third party cloud hosting provider selected by us ("Hosting Provider"). If we decide to host the Platform (or a part thereof) internally on our own servers under this Agreement, then we will notify you.
- 4.8. **Usage Statistics.** For the avoidance of doubt, it is acknowledged and agreed that we (alone and/or together with our Affiliates and service providers) may generate and commercially exploit Usage Statistics, as well as use Your Content for the purpose of enhancing the Platform, and nothing in this Agreement shall be deemed to prohibit or otherwise limit such activities.
- 4.9. **Features and Functionalities.** We may, from time to time, modify and replace the features and functionalities (but not material functionalities to which you are entitled under the Order, unless it improves the material functionality), as well as the user interface, of the Platform. Some features and functionalities may in any event be restricted by geography or otherwise, in order for us to comply with applicable Law or commitments to third parties.
- 4.10. **Licensed CPT Content.** We license the Current Procedural Terminology ("CPT") dataset from the American Medical Association ("AMA") (hereinafter, "Licensed CPT Content"). You expressly acknowledge and agree that, to the extent permitted by applicable Law, use of Licensed CPT Content is at your sole risk and is provided "AS IS" without warranty of any kind. The AMA does not directly or indirectly practice medicine or dispense medical services. Fee schedules, relative value units, conversion factors and/or related components are not assigned by the AMA, are not part of CPT, and the AMA is not recommending their use. The Licensed CPT Content does not replace the AMA's Current Procedural Terminology book or other appropriate coding authority. The coding information contained in the Licensed CPT Content should be used only as a guide.

*CPT Consumer Friendly Data are lay synonyms for CPT descriptors that are intended to help healthcare consumers who are not medical professionals understand clinical procedures on bills and patient portals. CPT Consumer Friendly Data should not be used for clinical coding or documentation. CPT is a registered trademark of the American Medical Association. CPT copyright 2020 American Medical Association. All rights reserved.*

## **5. COMPANY AS AUTHORIZED AGENT**

**5.1.** You expressly authorize and direct us, on your behalf, to act as your agent in connection with your medical bills, including: (a) communicating with healthcare providers, insurance companies, and billing departments for the purpose of reducing your medical expenses; (b) electronically retrieving and receiving your medical, billing, and insurance records (collectively, "**Account Information**"), including but not limited to itemized bills, explanation of benefits, and medical records; (c) using your personal information to complete necessary forms; (d) accessing your health portals using credentials or secure connections provided by Customer; and (e) requesting and receiving your medical, billing, and insurance records from healthcare providers and insurers identified by Customer. If you are a Covered Employee, you acknowledge and agree that we may share information about the status and results of Services provided to you with your Employer as necessary to fulfill our obligations under the applicable Services Agreement, subject to applicable privacy laws. We may work with one or more third parties (such as data aggregators) to access and retrieve your Account Information. We do not review the Account Information for accuracy, legality, or non-infringement and are not responsible for the Account Information. You acknowledge that while we will undertake commercially reasonable efforts to assist you, we cannot guarantee specific results with respect to medical bill reduction or other services provided under this Agreement.

**5.2.** Your Authorization to Octi (Limited Power of Attorney).  
To provide our Services effectively, you authorize us to act on your behalf to: • Access your healthcare accounts and portals • Retrieve your medical bills and insurance information • Complete and submit necessary forms (including HIPAA forms) • Communicate with healthcare providers, insurance companies, and billing departments • Use your information as needed to negotiate your bills. This authorization (called a "**limited power of attorney**") allows us to perform these specific actions on your behalf. You can revoke this authorization at any time by contacting us at support@octi.health.

**5.3.** YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ARE ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM THIRD-PARTY SITES, COMPLETING FORMS, OR COMMUNICATING WITH HEALTHCARE PROVIDERS, INSURANCE COMPANIES, OR BILLING DEPARTMENTS, WE ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF ANY THIRD PARTY. YOU AGREE THAT THIRD-PARTY ACCOUNT PROVIDERS, HEALTHCARE PROVIDERS, INSURANCE COMPANIES, AND BILLING DEPARTMENTS SHALL BE ENTITLED TO RELY ON THE FOREGOING AUTHORIZATION, AGENCY AND POWER OF ATTORNEY GRANTED BY YOU.

## **6. PAYMENT**

**6.1.** Success Fee Model. We operate on a success-based payment model. We charge a percentage of the amount saved on your medical bills (a "**Success Fee**"). For example, if the applicable Success Fee percentage is 20% and we reduce a bill from \$1,200 to \$800, the Success Fee would be \$80 (which is 20% of the \$400 saved). Payment responsibility for the Success Fee depends on your status:

(a) *Direct Customers:* If you are not a Covered Employee, you will only be charged if we successfully reduce your medical bills. If we don't achieve any savings on your behalf, you won't be charged. (b) *Covered Employees:* If you are a Covered Employee, the Success Fee may be paid in one of the following ways, as determined by the applicable Services Agreement:

- (i) By you directly, following the same model as Direct Customers; or
- (ii) By your Employer on your behalf.

We reserve the right to offer different Success Fee percentages to different customers. The applicable Success Fee percentage will be clearly disclosed to you at the time you submit a bill for negotiation.

**6.2.** Payment Information Collection. Unless you are a Covered Employee whose Employer has agreed to pay the Success Fee on your behalf, you must provide valid payment card information before we begin working on your bill. We may place a small authorization hold on your payment card to verify its validity, but no actual charges will be made until we have successfully reduced a medical bill and the bill is deemed "Closed" as defined below. Your payment information is not stored on our servers but is securely tokenized and stored with our PCI-compliant payment processor. By providing payment information, you authorize us to charge the Success Fee to your payment method once a bill is deemed "Closed."

**6.3. Definition of "Closed" Bill.** A medical bill will be deemed "**Closed**" when: (a) we have completed our negotiation or reduction efforts; (b) we have received an updated bill reflecting a reduction in charges; or (c) we have determined, in our sole discretion, that no further savings are reasonably possible. We, in our sole discretion, determine which version of a bill qualifies as final for the purposes of Success Fee calculation. This determination may be made regardless of whether additional statements are issued by the provider afterward. Accordingly, once a bill is deemed "Closed," any subsequent changes to the bill amount (including but not limited to interest charges, late fees, or adjustments) that occur after the closing date will not affect the Success Fee already charged, nor will we be responsible for negotiating such additional charges. You acknowledge and agree that the Success Fee is based on the savings achieved, not on whether you ultimately pay the reduced bill. If we have secured a lower balance and obtained documentation of the reduction, the Success Fee is due and will be charged to your payment method (or to your Employer if you are a Covered Employee whose Employer has agreed to pay the Success Fee), even if you choose not to pay the reduced bill.

**6.4. Fee Calculation and Timing.** The Success Fee is calculated based on the difference between the original bill amount and the reduced bill amount after our intervention. We will charge the Success Fee only after a bill is deemed "Closed" as defined in Section You acknowledge and agree that: (a) in cases where multiple bills are submitted, each bill will be treated separately for the purpose of Success Fee calculation; (b) any reductions or adjustments to bills that occur independently of our efforts do not qualify for a Success Fee reduction; and (c) we have the right to charge the Success Fee immediately upon closing a bill, without further notice or authorization from you beyond the authorization provided in this Agreement. If you are not a Covered Employee or are a Covered Employee responsible for paying the Success Fee directly, we will charge your payment method. If you are a Covered Employee whose Employer has agreed to pay the Success Fee, we will bill the Employer according to the Services Agreement. For clarity, our efforts include, but are not limited to, communicating with the right representatives, following up on previously submitted documentation, providing guidance on submission of documents, or otherwise facilitating or expediting the bill reduction process.

**6.5. Payment Terms.** Unless expressly stated otherwise in the Order: (a) all Success Fees are stated, and are to be paid, in US Dollars; (b) all Success Fees will be charged immediately upon a bill being deemed "Closed"; (c) all payments and payment obligations under this Agreement are non-refundable, and are without any right of set-off or cancellation; and (d) we will be entitled to issue receipts and payment notifications via email to your email address specified in the Account and/or via a functionality of the Platform.

**6.6. Taxes.** All Success Fees are exclusive of any applicable sales, use, consumption, VAT, GST, and other taxes or governmental charges. Where required by law, applicable taxes will be added to your Success Fee. The total amount you will pay, including any applicable taxes, will be displayed to you before you confirm payment. We will collect and remit taxes where we are legally required to do so.

**6.7. Payment Processing and Customer Warranties.** You represent and warrant that all payment card information provided is (and will remain) complete and accurate, and that you have obtained all necessary consents to enable payment processing. You are responsible for promptly updating payment information if the payment method becomes invalid or expires. If a payment is declined, we reserve the right to suspend your access to the Platform until valid payment information is provided and the Success Fee is successfully processed. We may make inquiries necessary to validate your payment method or financial information, including requesting updated payment details from your payment provider. You acknowledge that additional terms from the third-party payment processor may apply to payment processing.

**6.8. Collections Status; Customer Acknowledgments and Waiver.**

- (a) You must promptly notify us in writing if any medical bill submitted to us is already in collections, or if you receive notice that any such bill has entered collections at any time during the process.
- (b) You acknowledge and agree that we may be unable to assist with bills that are already in collections, or that enter collections during the negotiation or reduction process, and we shall have no obligation or liability to you in connection with such bills.
- (c) You further acknowledge and agree that the process of negotiating or reducing medical bills may take time, and that we do not guarantee that a bill will not enter collections during the process. **WE SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY DAMAGES, LOSSES, FEES, PENALTIES, OR OTHER CONSEQUENCES ARISING FROM A BILL ENTERING COLLECTIONS AT ANY TIME, REGARDLESS OF THE TIMING OR REASON, AND YOU EXPRESSLY WAIVE ANY AND ALL CLAIMS AGAINST US IN CONNECTION THEREWITH.**
- (d) **WE SHALL NOT BE LIABLE FOR ANY DAMAGES, LOSSES, OR CLAIMS ARISING FROM OR RELATING TO THE STATUS, TIMING, OR CONSEQUENCES OF ANY BILL BEING PLACED IN COLLECTIONS, INCLUDING BUT NOT LIMITED TO ANY IMPACT ON YOUR CREDIT, ADDITIONAL FEES OR INTEREST, OR COLLECTION**

ACTIONS BY THIRD PARTIES. YOU AGREE NOT TO BRING ANY CLAIM, SUIT, OR PROCEEDING AGAINST US RELATING TO OR ARISING FROM THE COLLECTIONS STATUS OF ANY BILL.

**7. OWNERSHIP**

**7.1.** Company Materials. We (and/or our licensors and suppliers, as applicable) are, and shall be, the sole and exclusive owner of all right, title, and interest (including without limitation all Intellectual Property Rights) in and to: (a) the Platform (and all underlying Intellectual Property); (b) the Platform Content; (c) our Confidential Information; (d) any feedback, suggestions, or ideas for or about the Platform or Platform Content (together, "**Feedback**"); (e) Usage Statistics; and (f) any improvements, derivative works, enhancements, and/or modifications of/to any of the foregoing, regardless of inventorship or authorship. You will procure the assignment (and hereby irrevocably assign) to us (and/or our designee(s)) the ownership rights set forth in this Section (*Ownership*). For the avoidance of doubt, it is acknowledged and agreed that we (alone and/or together with our Affiliates and service providers) may use Your Content in an aggregated or anonymized manner for the purpose of generating Usage Statistics, as well as for the purpose of enhancing the Platform, and nothing in this Agreement shall be deemed to prohibit or otherwise limit such activities.

**7.2.** Your Content. As between the Parties, you are, and shall be, the sole and exclusive owner of all Your Content.

- (a) Unless the Platform specifically requests otherwise, you shall ensure that none of Your Content includes or links to Sensitive Data.
- (b) Unless otherwise specifically agreed in writing, Your Content may be hosted and processed by us and our third party service providers in Israel, the United States, or other locations around the world.
- (c) You are solely responsible for the legality, accuracy, and quality of Your Content.
- (d) (e) The Platform is not intended to, and will not, operate as a data storage or archiving product or service, and Customer agrees not to rely on the Platform for the storage of any Your Content whatsoever. You are solely responsible and liable for the maintenance and backup of all Your Content.

**8. DISCLAIMERS**

THE PLATFORM, PLATFORM CONTENT, SERVICES, AND OTHER OFFERINGS PROVIDED US ("OUR MATERIALS") ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITYFITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

WE DO NOT GUARANTEE: (A) THE EFFECTIVENESS, USEFULNESS, OR COMPLETENESS OF OUR MATERIALS; (B) THAT YOUR USE OF OUR MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE; OR (C) THE ACCURACY OF ANY DATA OR INFORMATION. WE ARE NOT LIABLE FOR DELAYS, INTERRUPTIONS, OR PROBLEMS INHERENT IN INTERNET USE OR ISSUES RELATED TO HOSTING PROVIDERS OR PUBLIC NETWORKS.

WE DO NOT MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE, OR CONDITION: (A) REGARDING THE EFFECTIVENESS, USEFULNESS, RELIABILITY, TIMELINESS, COMPLETENESS, OR QUALITY OF OUR MATERIALS; (B) THAT YOUR USE OF OUR MATERIALS WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE; (C) REGARDING THE OPERATION OF ANY CELLULAR NETWORKS, THE PASSING OR TRANSMISSION OF DATA VIA ANY NETWORKS OR THE CLOUD, OR ANY OTHER CELLULAR OR DATA CONNECTIVITY PROBLEMS; OR (D) REGARDING THE SATISFACTION OF, OR COMPLIANCE WITH, ANY LAWS, REGULATIONS, OR OTHER GOVERNMENT OR INDUSTRY RULES OR STANDARDS. WE WILL NOT BE LIABLE OR OBLIGATED IN RESPECT OF DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO HOSTING PROVIDERS OR PUBLIC NETWORKS.

We do not adopt, review, analyze, approve, endorse, or otherwise express an opinion on any information accessible through the Platform that is created or provided by any third party, and are not liable or responsible in any manner for such information, which remains the sole responsibility of the third parties that created such information and/or made such information available through the Platform. Except as may be expressly provided herein, you may access and use any and all Content available through your Account or the Platform at your sole risk.

THE PROVISIONS OF THIS SECTION (*DISCLAIMERS*) AND OF SECTION (*LIMITATION OF LIABILITY*) BELOW ALLOCATE THE RISK UNDER THIS AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

**9. LIMITATION OF LIABILITY**

**9.1.** IN NO EVENT SHALL WE, OUR AFFILIATES, OR LICENSORS BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT, FOR:

- (A) ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES;
- (B) ANY LOSS OF PROFITS, BUSINESS, OPPORTUNITY, REVENUE, CONTRACTS, ANTICIPATED SAVINGS, OR WASTED EXPENDITURE;
- (C) ANY LOSS OF, OR DAMAGE OR INTERRUPTION TO, DATA, NETWORKS, INFORMATION SYSTEMS, REPUTATION, OR GOODWILL;
- (D) THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES; AND/OR.
- (E) ANY DAMAGES, LOSSES ARISING FROM OR RELATING TO THE STATUS, TIMING, OR CONSEQUENCES OF ANY BILL BEING PLACED IN COLLECTIONS, INCLUDING BUT NOT LIMITED TO ANY IMPACT ON YOUR CREDIT, ADDITIONAL FEES OR INTEREST, OR COLLECTION ACTIONS BY THIRD PARTIES, AS FURTHER SET FORTH IN SECTION 6.8 (COLLECTIONS STATUS; CUSTOMER ACKNOWLEDGEMENTS AND WAIVER).

**9.2.** OUR AND OUR AFFILIATES' COMBINED AGGREGATE LIABILITY UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF SUCCESS FEES ACTUALLY PAID BY YOU TO US UNDER THIS AGREEMENT IN THE **SIX (6) MONTHS** IMMEDIATELY PRECEDING THE DATE GIVING RISE TO LIABILITY (OR, IF NO SUCCESS FEES APPLY, **FIFTY US DOLLARS (USD\$50)**).

**9.3.** THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY: (A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; (B) EVEN IF WE HAVE BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES, DAMAGES, OR COSTS; (C) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; AND (D) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY, AND WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), STRICT LIABILITY, MISREPRESENTATION, RESTITUTION, OR OTHERWISE.

**10. INDEMNIFICATION BY YOU**

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS OCTI AND OUR AFFILIATES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS), AND OTHER LOSSES ARISING OUT OF OR RELATED TO: YOUR BREACH OR ALLEGED BREACH OF THIS AGREEMENT; YOUR ACCESS TO OR USE OF THE PLATFORM; YOUR CONTENT OR FEEDBACK PROVIDED TO US; YOUR VIOLATION OF APPLICABLE LAW OR ANY THIRD-PARTY RIGHT; AND ANY ACTUAL OR ALLEGED FRAUD, INTENTIONAL MISCONDUCT, GROSS NEGLIGENCE, OR CRIMINAL ACTS COMMITTED BY YOU. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH CASE YOU AGREE TO COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES.

**11. TERM AND TERMINATION**

**11.1.** Term. This Agreement commences on the Effective Date and, unless terminated earlier in accordance with the provisions of this Agreement, shall remain in full force and effect (the "**Term**").

**11.2.** Termination. The Agreement may be terminated as follows:

- (a) We may, for convenience, terminate this Agreement, and/or permanently disable or discontinue the Platform, at any time, and with or without notice to you.
- (b) We may terminate this Agreement if you commit a breach under this Agreement.
- (c) You may terminate this Agreement at any time (by way of either closing your Account or by sending written notice to us at support@octi.health). For the avoidance of doubt, such termination shall not entitle you to any refund.

**11.3.** Suspension. We reserve the right to temporarily suspend provision of the Platform: (a) if you are seven (7) days or more overdue on a payment; (b) if we deem such suspension necessary as a result of your breach of the Subscription (such as a breach under Section 4.2 (*Restrictions on Use of the Service*)); (c) if we reasonably determine suspension is necessary to avoid material harm to us, to our other customers, or to the Platform, including if the Platform's cloud infrastructure is experiencing denial of service attacks or other attacks or disruptions outside of our control, or (d) as required by Law or at the request of governmental entities.

**11.4.** Effect of Termination; Survival. Upon termination of this Agreement for any reason: (a) the Subscription will automatically terminate; (b) you will cease all access and use of the Platform, (c) you will pay any outstanding Fees and other charges that accrued as of termination, which shall become immediately due and payable, and,

if necessary we will issue a final invoice therefor. You acknowledge that following termination you will have no further access to any Your Content within the Platform, and that we may (but will not be obligated to) delete any Your Content as may have been stored by us at any time. Sections 4.2 (*Restrictions on Use of the Service*), 4.8 (*Usage Statistics*) and Sections 7 (*Ownership*) through 14 (*Miscellaneous*) shall survive termination of this Agreement, as shall any right, obligation or provision that is expressly stated to so survive or that ought by its nature to survive. Termination shall not affect any rights and obligations accrued as of the effective date of termination.

## **12. GOVERNING LAW**

This Agreement (including without limitation its validity) shall be governed by, and construed in accordance with, the laws of the State of Delaware, USA, without regard to any conflicts of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and is hereby disclaimed.

## **13. MANDATORY ARBITRATION**

In the event of any dispute related to this Agreement (a "**Dispute**"), such Dispute shall be resolved by arbitration as described in Schedule A. However, you may opt out of arbitration by following the procedure in Schedule A, Section 8. If you opt out or if a court determines the arbitration provision doesn't apply, the Dispute will be handled in the courts of State of Delaware.

You acknowledge that the arbitration requirement is a material condition of our willingness to provide the Platform and Services. If you opt out of these arbitration provisions, you will no longer be permitted to use the Platform or Services, and we may immediately terminate your access.

Any claim arising under this Agreement must be filed within ONE (1) YEAR after the claim arose. This Agreement is not intended to limit any rights you may have under applicable consumer protection laws.

Regardless of any Law to the contrary, you agree that any claim or cause of action arising under, or otherwise in connection with, this Agreement (other than to seek equitable relief or to otherwise protect or enforce a Party's Intellectual Property Rights) must be filed within **ONE (1) YEAR** after such claim or cause of action arose, or else you agree that such claim or cause of action will be barred forever. Any claims or damages that you may have or incur under this Agreement will only be enforceable against us, and not any other entity (such as our Affiliates) or our officers, directors, representatives, employees, or agents. Moreover, this Agreement is not intended to, and shall not, exclude or limit any mandatory rights you may have under the consumer protection Laws of your jurisdiction.

## **14. MISCELLANEOUS**

**14.1. Complete Agreement.** This Agreement represents our entire understanding regarding your use of our service and replaces any previous communications or agreements. We have not made any promises or representations not included in this Agreement.

**14.2. Agreement Modifications.** We reserve the right to modify this Agreement at any time by posting the modified Agreement at <https://www.icti.health/>. You are deemed to have accepted and agreed to the modified Agreement when you next access the Platform after the modified Agreement has been posted as described above (unless we specify a later effective date). In such cases, we will also update the "Last Updated" reference set forth at the beginning of this Agreement. You agree that your sole remedy in the event you object to the modified Agreement is to terminate this Agreement.

**14.3. Feature Specific Terms.** Features and functionalities may be accompanied by separate or additional terms and conditions (in each case, "**Feature Specific Terms**"). Except to the extent expressly stated otherwise within Feature Specific Terms, all Feature Specific Terms apply in addition to (and not instead of) this Agreement.

**14.4. Third Party Content.** The Platform may present, or otherwise allow you to view, access, link to, and/or interact with, Content from third parties and other sources that are not owned or controlled by us (such Content, "**Third Party Content**"). The Platform may also enable you to communicate with the related third parties. The display or communication to you of such Third Party Content does not (and shall not be construed to) in any way imply, suggest, or constitute any sponsorship, endorsement, or approval by us of such Third Party Content or third party, nor any affiliation between us and such third party. We shall have no obligation or liability of any kind whatsoever for Third Party Content or for the third party's policies, practices, actions, or omissions. If you enable or use Third Party Content with the Platform, we will allow the Third Party Content providers to access and use Your Content as required for the interoperation of the Third Party Content and the Platform. Any Third Party Content provider's use of Your Content is subject to the applicable agreement between you and the Third Party

Content provider. You acknowledge that the Platform is not endorsed or sponsored by any third-party, including without limitation any third party account providers accessible through the Platform.

- 14.5. Third Party Software.** The Platform may include what is commonly referred to as 'open source' software. Under some of their respective license terms and conditions, we may be required to provide you with notice of the license terms and attribution to the third party, in which case we may provide you with such information (whether via the Platform, via the Site, or otherwise). Notwithstanding anything to the contrary herein, use of the open source software will be subject to the license terms and conditions applicable to such open source software, to the extent required by the applicable licensor (which terms and conditions shall not restrict the license rights granted to you under this Agreement), and to the extent any such license terms and conditions grant you rights that are inconsistent with the limited rights granted to you in this Agreement, then such rights in the applicable open source license shall take precedence over the rights and restrictions granted in this Agreement, but solely with respect to such open source software. We will comply with any valid written request submitted by you to us for exercising any rights you may have under such license terms and conditions.
- 14.6. Changes in Who Provides the Service.** We may transfer this agreement to another company (for example, if our business is acquired). This won't change your rights or our obligations to you, but you'll be notified of any such change. You cannot transfer your rights under this agreement to someone else without our permission.
- 14.7. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, then: (a) the remaining provisions of this Agreement shall remain in full force and effect; and (b) the Parties agree that the court making such determination shall have the power to limit the provision, to delete specific words or phrases, or to replace the provision with a provision that is legal, valid and enforceable and that most closely approximates the original legal intent and economic impact of such provision, and this Agreement shall be enforceable as so modified in respect of such jurisdiction. In the event such court does not exercise the power granted to it as aforesaid, then such provision will be ineffective solely as to such jurisdiction and will be substituted (in respect of such jurisdiction) with a valid, legal and enforceable provision that most closely approximates the original legal intent and economic impact of such provision.
- 14.8. Waiver and Remedies.** No failure or delay on the part of either Party in exercising any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or remedy preclude any other or further exercise thereof, or the exercise of any other right or remedy. Any waiver granted hereunder must be in writing, duly signed by the waiving Party, and will be valid only in the specific instance in which given. Except as may be expressly provided otherwise in this Agreement, no right or remedy conferred upon or reserved by either Party under this Agreement is intended to be, or will be deemed, exclusive of any other right or remedy under this Agreement, at law, or in equity, but will be cumulative of such other rights and remedies.
- 14.9. No Third Party Beneficiaries.** Except as may be otherwise expressly provided in this Agreement (such as our Affiliates), there shall be no third-party beneficiaries of or under this Agreement.
- 14.10. Relationship.** The relationship of the Parties is solely that of independent contractors, and, except as expressly stated otherwise in this Agreement, nothing in this Agreement shall be construed to create a relationship of employer and employee, principal and agent, joint venture, franchise, fiduciary, partnership, association, or otherwise between the Parties.
- 14.11. Language; Electronic Contract and Communications.** The language of this Agreement is expressly agreed to be the English language. You hereby irrevocably waive, to the maximum extent legally permitted, any Law applicable to you requiring that the Agreement be localized to meet your language (as well as any other localization requirements or requiring an original (non-electronic) signature or delivery or retention of non-electronic records. We may be able (but are not obligated) to provide you with copies of this Agreement on written request; *however*, please be sure to print a copy of this Agreement for your own records. When you visit or submit information on or via the Site or send an email to us, you are communicating with us electronically. You consent to receive communications from us electronically. Although we may choose to provide you notice under this Agreement by postal mail, we may also choose to provide notice by email (in which case the notice will be deemed given on the day after sending) and/or by posting notices on the Site and/or Platform (in which case the notice will be deemed given when you access the Site or Platform). In addition, you acknowledge and agree that when you click on any "SUBMIT", "I AGREE", "I ACCEPT", or similar button, you are submitting a legally binding electronic signature. Pursuant to any applicable Laws, including without limitation the United States Electronic Signatures in Global and National Commerce Act, P.L. 106-229 (the "E-Sign Act") or other similar statutes, YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SITE, PLATFORM, OR SERVICES OFFERED BY US.

**14.12. Email, Telephone and SMS Communication.** By providing your email address, fax number, or phone number within the Order, you authorize us to contact you by telephone, fax, and email. Such communication shall be in connection with: (a) your use of the Platform, or any other issue regarding this Agreement; and/or (b) to provide information or offers that we think may be of interest to you. Moreover, you agree that such communications may be sent to your mobile phone via automated telephone dialing system, prerecorded calls, text messages, SMS, MMS, and picture messages, even if the phone number you provide is on a corporate, state, or national Do Not Call list. If you do not want to receive such emails, telephone calls, or text messages, you may opt out by emailing the address at the bottom of the emails with "UNSUBSCRIBE" or by texting "STOP" or "OPT-OUT" as specifically set forth in the communication. For more information, please see our Privacy Policy.

**14.13. Force Majeure.** Neither Party shall have any liability for any performance (excluding payment obligations) under this Agreement that is prevented, hindered, or delayed by reason of an event of Force Majeure (defined below). The Party so affected shall be excused from such performance to the extent that, and for so long as, performance is prevented, interrupted, or delayed by the Force Majeure. If and when performance is resumed, all dates specified under this Agreement shall be automatically adjusted to reflect the period of such prevention, interruption, or delay by reason of such Force Majeure. For purposes of this Agreement, an event of "**Force Majeure**" shall be defined as: (a) fire, flood, earthquake, explosion, pandemic or epidemic (or similar regional health crisis), or act of God; (b) strikes, lockouts, picketing, concerted labor action, work stoppages, other labor or industrial disturbances, or shortages of materials or equipment, not the fault of either party; (c) invasion, war (declared or undeclared), terrorism, riot, or civil commotion; (d) an act of governmental or quasi-governmental authorities (including without limitation lockdowns); (e) failure of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, shortage of adequate power or transportation facilities; and/or (f) any matter beyond the reasonable control of the affected Party. Notwithstanding the foregoing, Customer shall not be entitled to use, or rely on, this Section (*Force Majeure*) in connection with any breach by you of the Subscription and/or of our Intellectual Property Rights. For the avoidance of doubt, any problems relating to hosting of the Platform by a third party is beyond our reasonable control.

**14.14. Notices.** Except as may be specified otherwise in this Agreement, all notices, consents, or other communications provided for in connection with this Agreement shall be in writing, and shall be deemed given as follows: (a) when received, if personally delivered; (b) the second business day after mailing, when mailed via either U.S. mail or registered or certified mail with postage prepaid and return receipt requested; (c) upon delivery confirmation, when delivered by nationally recognized overnight delivery service ("**Courier**"); and (d) the first business day after sending by email. Notwithstanding the foregoing, you agree that we may also give you notices via your Account and/or via postings on or through the functionality of the Platform (and such notices shall be deemed given immediately). Notices by you to us must be given by Courier or registered mail to: support@octi.health.

**14.15. Export Compliance.** You may not export or provide access to the Services into any U.S. embargoed countries or to anyone on (i) the U.S. Treasury Department's list of Specially Designated Nationals, (ii) any other restricted party lists identified by the Office of Foreign Assets Control, (iii) the U.S. Department of Commerce Denied Persons List or Entity List, or (iv) any other restricted party lists. You represent and warrant that you and anyone accessing or using the Services on your behalf, or using your Account credentials, are not such persons or entities and are not located in any such country.

**14.16. Customer Resources.** Except for the Platform, you shall be solely responsible: (a) for providing all hardware (such as mobile devices), software, systems, assets, facilities, and ancillary goods and services needed for you to access and use the Platform; (b) for ensuring their compatibility with the Platform; and (c) for obtaining (and maintaining) all consents and licenses necessary to exercise your rights under the Subscription. In the event we are legally or contractually required to modify or replace features or functionalities of the Platform in order to ensure the Platform complies with the terms of service or privacy policies of various platforms, networks, and/or websites, you will be responsible for making all necessary changes to your hardware, software, systems, assets, and facilities in order to continue using the Platform.

**14.17. Subpoenas.** Nothing in this Agreement prevents us from disclosing Your Content to the extent required by Law, subpoena, or court order, but we will use commercially reasonable efforts to notify you where permitted to do so.

## SCHEDULE A

### Mandatory Arbitration

Capitalized terms not defined in this Schedule shall have the meanings given to them in the main body of the Agreement to which this Schedule is attached.

1. Octi wants to address your concerns without the need for a formal legal dispute. Before filing a claim against Octi, you agree to try to resolve the Dispute informally by contacting support@octi.health. If a Dispute is not resolved within thirty (30) days after the email noting the Dispute is sent, you may initiate proceedings, as set forth in this Schedule A.
2. You and Octi agree to resolve any Dispute only by FINAL AND BINDING BILATERAL ARBITRATION in accordance with the below; *except, however*, that:
  - (a) each Party retains the right to bring an individual action: (i) in a small claims court located in your county of residence (or in the State of Delaware if you meet the requirements of such court);
  - (b) each party retains the right to seek equitable relief to protect any Intellectual Property Rights, in any court of competent jurisdiction; and
  - (c) nothing in this Agreement precludes you from bringing issues to the attention of federal, state, or local agencies.
3. Unless you and Octi expressly agree otherwise in writing, the arbitration shall take place in-person (except that if telephonic or other remote electronic means are available and permissible, then you may elect to conduct the arbitration via such means) in **the State of Delaware**. The arbitration will be administered by *Judicial Arbitration and Mediation Services, Inc.* (“**JAMS**”), before a single arbitrator and in the English language, in accordance with the *JAMS Streamlined Arbitration Rules and Procedures* (“**JAMS Streamlined Rules**”), as modified by this Agreement. The arbitrator must honor the terms and conditions of this Agreement (including, but not limited to, all liability exclusions and limitations) and shall not make any award or decision that is contrary to, or in excess of, what this Agreement provides. The Federal Arbitration Act, 9 U.S.C. § 1, et seq. (“**FAA**”) (and not any state law concerning arbitration) applies to this agreement to arbitrate and governs all questions of whether a Dispute is subject to arbitration.
4. The arbitrator’s decision must be in writing and must include the essential findings and conclusions upon which the decision and any award are based. Judgment on any arbitration award may be entered in any court having jurisdiction thereof. In the event any litigation should arise between Customer and Octi in any court in a proceeding to vacate or enforce an arbitration award, YOU AND OCTI HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the proceeding be resolved by a judge. The arbitrator may award declaratory or injunctive relief only in favor of the plaintiff/claimant and only to the extent necessary to provide relief warranted by the plaintiff’s/claimant’s individual claim.
5. Regardless of who initiates arbitration for a Dispute, you will always remain responsible for your costs and expenses relating to legal counsel, experts, witnesses, and travel to and from the arbitration. Payment of all filing, administration, and arbitrator fees will be governed by the *JAMS Streamlined Rules*. If you are an individual and have not accessed or used the Platform on behalf of an entity, Octi will reimburse those fees for claims where the amount in dispute is less than \$10,000 (unless the arbitrator determines the claims are frivolous), and we will not seek attorneys’ fees and costs in arbitration (unless the arbitrator determines the claims are frivolous). If Octi initiates an arbitration for a Dispute, Octi will pay all administrative fees and costs related to the arbitration, including all professional fees for the arbitrator’s services.
6. Other than to a party’s legal counsel, all aspects of the Dispute and arbitration proceeding, including but not limited to the decision and award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain their confidentiality, unless (and in such cases, only to the extent) otherwise required by applicable Law. However, this paragraph shall not: (a) prevent a party from submitting to a court any information necessary to enforce an arbitration award, or to seek equitable relief; or (b) prevent Octi from sharing aspects of the Dispute and arbitration proceeding (including but not limited to the decision and award of the arbitrator and compliance therewith) with Octi Affiliates, as well as its and their investors, potential investors and acquirers, and other third parties involved in Octi’s business (to the extent such third parties have a legitimate interest in knowing).
7. YOU ACKNOWLEDGE AND AGREE THAT, EVEN IF ANYTHING IN THE JAMS STREAMLINED RULES (OR OTHER JAMS RULES, AS APPLICABLE) PERMITS OTHERWISE:

- (a) YOU AND OCTI ARE HEREBY EACH IRREVOCABLY WAIVING THE RIGHT TO A TRIAL BY JURY, AS WELL AS THE RIGHT TO PARTICIPATE (FOR EXAMPLE, AS A CLASS REPRESENTATIVE OR CLASS MEMBER) IN A CLASS ACTION, CLASS ARBITRATION, OR OTHER CLASS-WIDE OR REPRESENTATIVE ACTION OR PROCEEDING, AND THAT YOU MAY ONLY BRING A CLAIM IN YOUR INDIVIDUAL CAPACITY; AND
- (b) NO ARBITRATION WILL BE JOINED TO ANY OTHER ARBITRATION, AND THE ARBITRATOR MAY NOT CONSOLIDATE ANY INDIVIDUAL PARTY'S DISPUTE WITH ANY OTHER PARTY'S DISPUTE.

8. **OPT-OUT PROCEDURE AND CONSEQUENCES:**

- (a) Opt-Out Procedure. You can choose to reject the agreement to arbitrate ("Opt-out") by sending an email to [leave@octi.health](mailto:leave@octi.health) within thirty (30) days after you first agree to this Agreement. Your email must clearly state that you do not agree to the arbitration provision and must include your name, address, phone number, and email address. This is the only way to opt out of arbitration. If you opt out, all other parts of the Agreement will still apply, and you won't be able to use arbitration to resolve disputes with us.
- (b) Consequences of Opt-Out. **YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT BY OPTING OUT OF THIS AGREEMENT TO ARBITRATE, YOU WILL NO LONGER BE PERMITTED TO USE THE PLATFORM OR SERVICES, AND THAT OCTI WILL IMMEDIATELY TERMINATE YOUR ACCESS TO THE PLATFORM AND SERVICES.** This requirement to arbitrate disputes as a condition of using the Platform is material to Octi's willingness to provide the Platform and Services. If you opt out of this agreement to arbitrate, all other provisions of the Agreement will continue to apply to the extent relevant to the termination of your access.

9. To the extent any provision of this Schedule A is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, you and Octi agree that the provisions of Section 14.7 (*Severability*) shall apply.