

FABRI SCIENCES INC. - WOUND³ - END USER LICENSE AGREEMENT (EULA)

Version 1.1.

Last revised and updated December 15, 2024

Please read these terms as set out below (the “**Terms**”) carefully before using or accessing Fabri Sciences Inc.’s proprietary medical software designed to analyze images to provide highly accurate, 3-dimensional renderings and measurements of wounds (“**Wound³**”). By using or accessing Wound³ you agree to accept and abide by these Terms for each use of Wound³. These Terms govern your use of and access to Wound³. These Terms exempt Fabri Sciences Inc., a corporation incorporated and organized under the Alberta *Business Corporations Act* (“**Fabri**”) and others from liability, further limit the liability of Fabri and others and contain other important provisions that apply to the use and access of Wound³.

Access to Wound³

1. Fabri grants you a revocable, non-exclusive, non-transferable, non-sub licensable, and royalty-free license to use and access Wound³ in Canada. As a condition of using and accessing Wound³, you must comply with any and all security, registration, equipment, access and use requirements imposed by Fabri or its service providers.
2. From time to time and with prior notice to you, Fabri may change, expand or improve Wound³, suspend or cease to continue operating part or all of Wound³ or selectively disable certain aspects or portions of Wound³, in each case in Fabri’s sole and absolute discretion and without an ongoing obligation or liability to you. For greater certainty, your use of and access to Wound³ does not entitle you to the continued provision or availability of Wound³.

Use of Wound³

3. You are responsible for the use and activities of any person using your applicable authentication credentials that can be used to access Wound³. To prevent unauthorized use, you must maintain the confidentiality of such authentication credentials. You must notify Fabri promptly of any actual or suspected unauthorized use, access or breach of security of Wound³.
4. You can only use and access Wound³ for your internal use and in compliance with applicable laws and any applicable third-party rights.
5. You are solely responsible for providing and maintaining your network connections and telecommunications links from your systems to Wound³, and are responsible for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the Internet, when such network connections or telecommunications links are not provided by Fabri. Fabri shall not be responsible for the corruption, damage, loss or mis-transmission of data, including any personal information and personal health information used or transferred by you while using Wound³ or for the security of data during transmission via any telecommunications facilities.

6. You may not, nor may you cause or assist another to:
 - (a) use or access Wound³ in any manner that could damage, disable, overburden, impair, interfere with the security of, negatively affect the functioning of, or otherwise abuse, Wound³ or any other services, system resources, accounts, servers, networks, affiliated or linked web sites connected to or accessible through Wound³ (including without limitation uploading, posting or otherwise transmitting any computer viruses, trojan horses, worms or other files or computer programs which are potentially harmful, disruptive or destructive or that may impose an unreasonable or disproportionately large load on Wound³'s infrastructure);
 - (b) use any unauthorized robot, spider or other automatic program or device to monitor, copy, summarize, or otherwise extract information from Wound³ in whole or in part For further clarity, this section shall not preclude the use of a robot, spider or other automatic program or device to transfer information from Wound³ to the electronic medical record system via an application programming interface or another programmatic transfer;
 - (c) use or access Wound³ in any manner that is harmful, threatening, abusive, harassing, defamatory or pornographic;
 - (d) use or access Wound³ in any manner that is contrary to the intended use and indications for use;
 - (e) use or access Wound³ in any manner that may dilute or depreciate the name or reputation of Fabri; or
 - (f) interfere with any other persons' use or access of Wound³ generally.
7. You represent, warrant, covenant and agree that:
 - (a) you have the full right, power and authority to enter into these Terms and to perform your obligations hereunder, your entry has been duly and validly authorized; and no additional authorization or action is required in connection with such entry;
 - (g) where applicable, you shall inform each of your patients that the use of Wound³ involves the transmission of the patient's wound images to Fabri for the purpose of analyzing such wound images; and
 - (h) as some of the information contained in and processed through Wound³ (and data therein) is Personal Information as defined in the *Personal Information Protection and Electronic Documents Act* ("PIPEDA"), and is regulated by the PIPEDA ("PIPEDA Data), you shall not obtain and/or use PIPEDA Data through Wound³, in any manner that would violate the PIPEDA, or any similar provincial or local laws, regulations and rules, and further agrees that such use of the PIPEDA Data shall only be for permissible purpose(s) pursuant to applicable law;

- (i) as some of the information contained in and processed through Wound³ (and the data therein) is Health Information as defined in the Health Information Act (“HIA”) or equivalent legislation, and is regulated by the HIA or equivalent legislation (“Health Data”), you shall not obtain and/or use Health Data through Wound³ in any manner that would violate the HIA or equivalent legislation, and further agrees that such use of the Health Data shall only be for permissible purpose(s) pursuant to applicable law.
- (j) **Promotional Marketing Material.** any marketing, promotional, advertising and media material related to Fabri and/or Wound³, including all external industry and public communication and material developed and released by any third party including those published in, or disseminated through, any means, shall be submitted by you to Fabri for written approval prior to any use or distribution of same, and in the event that Fabri grants you any such prior written approval, you shall comply with all instructions from Fabri in connection with same.

Ownership

- 8. All right, title and interest in and to Wound³ and all intellectual property rights, including without limitation all patents, copyrights, trade secrets and trade-marks, are exclusively owned and reserved by Fabri or its third-party suppliers as applicable. You acknowledge and agree that no provision of these Terms shall be construed to convey title in Wound³ to you.

Disclaimer, Limitation of Liability and Indemnity

- 9. Fabri is not providing health services, medical services, products or devices and assumes no liability for the information and data accessed through the use of Wound³ or for any diagnosis or treatment made in reliance thereon. Wound³ should not be considered as a replacement or substitute for the standard practices, professional judgment, skill and expertise of the health professional using them, but as an aid for the health professional. Wound³ is not intended to be used as a medical device.
- 10. Fabri does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned in Wound³. You agree that Fabri is not responsible for examining, evaluating or validating the content, accuracy or appropriateness of any information entered into, transferred by, or delivered by Wound³.
- 11. Your use and access of Wound³ are made “as is”, without any additional warranty, support or representations, and Fabri expressly disclaims all representations, warranties, covenants and conditions, express or implied, by operation of law or otherwise, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Fabri makes no representation or warranty that your use or access of Wound³ will be uninterrupted or error-free, or that the functions of Wound³ will meet your requirements.

12. Subject to Section 14, you agree that in no event will Fabri or its employees, agents, suppliers, or other representatives (“**Fabri Representatives**”) have any responsibility or liability in connection with Wound³ or these Terms for any losses or damages whatsoever, whether based on contract (including fundamental breach or breach of a fundamental term), tort (including negligence) or other legal or equitable basis, including without limitation direct, indirect, special, punitive, exemplary or consequential damages or other damages (including without limitation damages for harm to business, loss of information or data, loss of profit, loss of savings or revenue, loss of goodwill or other economic loss), arising from or in connection with or relating to the use of or access to, or any inconvenience, delay or loss of use of or access to, Wound³, or failure of Wound³, even if Fabri or any Fabri Representative has been advised of the possibility of such damage or loss or if such damage or loss was foreseeable.
13. You will indemnify and hold Fabri and the Fabri Representatives (the “**Indemnified Parties**”) harmless from and against any claims brought by third parties arising out of your use or access of Wound³, and any breach of these Terms by you, including any use or access of Wound³ other than as expressly authorized in these Terms. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and agree to indemnify against any and all resulting loss, damages, judgments, awards, costs, expenses, and lawyers’ fees of the Indemnified Parties in connection therewith except to the extent caused by Fabri’s gross negligence or wilful misconduct.
14. Fabri will indemnify and hold you harmless from and against any claims brought by third parties to the extent attributable to bodily injury or death caused by the gross negligence or wilful misconduct of Fabri except to the extent such claims were caused by your negligence or wilful misconduct or could have been prevented by the exercise of reasonable professional judgement.

Privacy and Data Use

15. Privacy Consent and Use. With respect to personal information and personal health information entered into, transferred by, or delivered by Wound³ or otherwise made available to Fabri by you or by any third party on your behalf (the “**Information**”), you represent, warrant, covenant and agree that you have the authority and/or have obtained all necessary consents from your patients as required under applicable laws to enable such information to be transferred, disclosed, processed, copied, altered, stored, deleted, or otherwise used by Fabri for the provision of Wound³.
16. Purposes for Use. Fabri is committed to respecting personal privacy, safeguarding confidential information, and ensuring the security of personal health information. Fabri will use, retain and transfer Information for as long as is necessary only in order to: (a) provide, and support the objectives of, Wound³, and otherwise fulfill any of the purposes set out in this privacy section, (b) support, in an anonymized fashion, related research and consequent development, and (c) comply with law, regulatory requests and orders issued by a court of competent jurisdiction (collectively, the “**Purposes**”). You may authorize, in

writing, Fabri to use, retain and disclose such personal information and personal health information for other purposes. Fabri may use and retain such information in a Canadian jurisdiction other than your jurisdiction, for the purposes above.

17. Correction. You will use all reasonable efforts to ensure that the information you enter, delete or edit through Wound³ is correct, and should the information not be correct, you shall immediately have the information corrected.
18. Limited Use and Disclosure. Fabri Representatives shall only have access to Information entered into, transferred by, or delivered by Wound³ on a need to know basis. Fabri shall limit its use and disclosure of Information to only the minimum necessary required for the Purposes. You acknowledge that Fabri may transfer information between “custodians” or their equivalent (as set out in applicable legislation), as may be authorized and permitted by such jurisdiction’s applicable legislation.
19. Confidentiality. Each Party shall treat all Information to which it has access in connection with the provision of Wound³, as confidential.
20. Security. Each Party shall keep such information secure using industry standard administrative, technical and physical measures in accordance with applicable law.
21. Breach Notification. To the extent required by applicable law, Fabri shall notify you if there is breach of such information associated with you which is being held in Wound³. Each Party shall reasonably cooperate in any subsequent investigation or resolution.
22. Designated Coordinator. You acknowledge and agree that where you have expressly designated in writing to Fabri an individual as the contract or breach coordinator, Fabri may communicate directly to such person on your behalf in connection with their role.
23. Records. Fabri shall to the extent reasonably practical, and in a manner that is reasonably practical, keep and make available to you, on your request, an electronic record of (i) all accesses to all or part of the Information which is personal health information associated with you being held in Wound³, which record shall identify the person who accessed the information and the date and time of the access, and (ii) all transfers of all or part of such information, which record shall identify the person who transferred such information, the person or address to whom it was sent, and the date and time it was sent.
24. Audit. Fabri may, either itself or through a third party, annually audit and/or conduct a privacy impact assessment of Wound³ to ensure compliance with these Terms and shall provide a summary of such findings relevant to you, to you upon request.
25. Accountable Individual. Fabri shall make available to you an individual accountable for privacy and security who will be available to assist you in relation to privacy and security questions you may have in relation to Wound³. This individual can be contacted at privacy@wound3.com.

Termination

26. You shall have access to Wound³ for the period commencing the Start Date (as defined in the Master Services Agreement and the Statement of Work) and continue until the End Date (as defined in the Master Services Agreement and the Statement of Work) and for any subsequent Renewal Term (as defined in the Master Services Agreement and the Statement of Work).
27. Either Party may terminate the Master Services Agreement for convenience provided that there is no Statement of Work then in effect, in which event, your access to Wound³ shall be terminated effective immediately upon the date notice of termination for convenience is given.
28. If either Party materially breaches any of its duties or obligations under the Master Services Agreement and such breach is not cured, or the breaching Party is not diligently pursuing a cure to the non-breaching Party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, the non-breaching Party may terminate the Master Services Agreement and the Statement of Work for cause as of a date specified in such notice, which shall effectively terminate your access to Wound³ as of the date specified in such notice.
29. The following Sections shall survive any termination of this agreement: 3, 8, 9, 10, 11, 12, 13, 15, 16, 19 and 24.

General

30. These Terms and any dispute relating to Wound³ will be governed by and construed, interpreted and enforced in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein, without giving effect to any provisions that would require the laws of another jurisdiction to apply.
31. These Terms constitute the entire agreement between Fabri and you with respect to the subject matter hereof, and supersede all communications, representations or agreements, either oral or written, between Fabri and you with respect to this subject matter. No waiver of or consent to depart from the requirements of any provision of these Terms will be binding unless it is in writing and signed by Fabri. Fabri may assign these Terms and its respective rights and obligations under these Terms without your consent. If for any reason a court of competent jurisdiction finds any provision of these Terms or portion thereof to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms, and the remainder of these Terms shall continue in full force and effect.

By clicking ACCEPT below and continuing to use the Wound³ application, I hereby acknowledge and accept the terms of this EULA.