

SOLUSCare CUSTOMER AGREEMENT

Last Updated: 4/1/2025

Effective Date: 4/1/2025

This SOLUSCare Customer Agreement (this “**Agreement**”) contains the terms and conditions that govern Customer’s access to and use of the Services (as defined below) and is an agreement between SOLUS Network Solutions Inc., DBA SOLUS Technology Solutions (“**SOLUS**”) and you or the entity you represent (“**Customer**”). This Agreement takes effect (“**Effective Date**”) when you accept a service subscription order (“**Subscription Order**”) prepared by SOLUS or, if earlier, when you use any of the services made available by SOLUS or its affiliates, including the SOLUSCare platform (“**Services**”). The person executing this Agreement represents that they have the legal authority to bind Customer.

1. SOLUS Responsibilities

1.1 General. Customer may access and use the Services in accordance with this Agreement. The Services are also subject to any additional terms and conditions specified in the Subscription Order. The Services are also subject to the SOLUSCare Service Level Agreement and the Privacy Policy, which is available here:

<https://solus.tech/terms-and-conditions/> .

1.2 Security. Without limiting the **Disclaimers Section** or Customer’s obligations regarding information that Customer or an End User transfers to SOLUS for processing, storage or hosting by the Services (“**Customer Content**”), SOLUS will implement reasonable and appropriate measures designed to help Customer secure Customer Content against accidental or unlawful loss, access or disclosure. For purposes of this Agreement, “**End User**” means any individual or entity that directly or indirectly through another user (a) accesses or uses Customer Content via the Services, or (b) otherwise accesses or uses the Services under Customer’s account. End User includes only those individuals or entities that use the Services under Customer’s account.

1.3 Data Privacy. Customer consents to the transfer of Customer Content into SOLUSCare, and any other platform made available as part of the Services. SOLUS will not access or use Customer Content except as necessary to maintain or provide the Services or as necessary to comply with law. SOLUS will not disclose Customer Content to any government or third party except as necessary to comply with law. SOLUS will give Customer notice of any legal requirement or order referred to in this **Subsection** unless doing so would violate law.

1.4 Notice of Service Changes. SOLUS may change or discontinue the Services from time to time. In the event of a material change to any Service that SOLUS makes generally available to its customers and that Customer is using, SOLUS will provide Customer with at least 60 days’ prior notice before making such change. SOLUS is not obligated to provide such notice under this **Subsection** if the change is necessary to (a) address an emergency, or risk of harm to the Services or SOLUS, (b) respond to claims, litigation, or loss of license rights related to third party intellectual property rights, or (c) comply with law; provided that, if such events occur, SOLUS will give Customer as much prior notice as is reasonably practicable under the circumstances.

1.5 Notice of Changes to the Service Level Agreements. SOLUS may change, discontinue, or add Service Level Agreements, provided, however, that SOLUS will provide at least 60 days' advance notice.

2. Customer Responsibilities.

2.1 Customer's Accounts. Customer will comply with the terms of this Agreement and all laws, rules, and regulations applicable to its use of the Services. Customer must have a SOLUSCare payment account associated with a valid email address and a valid form of payment to access and use the Services. Except to the extent caused by SOLUS' breach of this Agreement, (a) Customer is responsible for all activities that occur under Customer's account, including the actions of Customer's contractors, agents, or End Users, and (b) SOLUS and its affiliates are not responsible for unauthorized access to Customer's account.

2.2 Customer Content. Customer is responsible for Customer Content and must ensure that Customer Content and Customer's and End Users' use of Customer Content and the Services will not violate this Agreement or applicable law.

2.3 Log-In Credentials and Account Keys. SOLUSCare Portal log-in credentials are for Customer's internal use only and may not be sold, transferred, or sublicensed to any other entity or person.

2.4 End Users. Customer is deemed to have taken any action that it permits, assists, or facilitates any person or entity to take related to this Agreement, Customer Consent, or use of the Services. Customer is responsible for End Users' use of Customer Content and the Services, and for their compliance with this Agreement. If Customer becomes aware of any violation of its obligations under this Agreement caused by an End User, it will immediately notify SOLUS to suspend such End User's access to Customer Content and the Services.

3. Fees and Payment.

3.1 Service Fees. Customer will pay the subscription fees specified in the applicable Subscription Order. All fees will be billed 30 days in advance. Invoices will be issued for setup fees and recurring subscription fees. Amounts payable hereunder will be paid without any setoff or counterclaim.

Fees may be adjusted by SOLUS from time to time to reflect prevailing market conditions, including, but not limited to, changes in operational costs, industry standards, and competitive pricing. SOLUS will exercise reasonable diligence to ensure that any fee adjustments are consistent with prevailing market conditions. SOLUS will notify CUSTOMER at least 60 days in advance of any such adjustment with an outline of the new fees and the date on which the new fees will become effective. Customer's use of SOLUSCare after the effective date of the new fees will constitute its acceptance of the adjustment.

Invoices are due within 30 days of receipt. Unpaid balances will incur interest at the lesser of 1% per month or the maximum rate permitted by law. SOLUS may suspend SOLUSCare and any other Services while undisputed fees remain unpaid. Any disputes concerning fees must be raised within 30 days of the date of the applicable invoice. If SOLUS suspends Customer's account under the **Temporary Suspension Section** or terminates Customer's use of the Services pursuant to the **Termination for Cause Subsection**, SOLUS may elect not to bill Customer for fees and charges after suspension unless Customer's account is reinstated.

Customer is responsible for the payment of any applicable taxes.

3.2 Billing Errors and Compensation. If the Customer believes there is an error in billing, they must notify SOLUS in writing within 60 days of the disputed invoice date. SOLUS will investigate the claim and, if a billing error is confirmed, will issue an appropriate adjustment or credit. In the event of a verified billing error, any refund or credit due to the Customer shall not exceed a maximum period of six (6) months from the date the

error first occurred, regardless of the date of discovery or notification. No adjustments will be made for billing errors beyond this period. This provision shall not apply to instances of fraud, misrepresentation, or failure by the Customer to comply with contractual obligations, including timely dispute resolution.

4. Temporary Suspension.

4.1. SOLUS may suspend Customer's or any End User's right to access or use the Services immediately upon notice to Customer if SOLUS reasonably determines that:

(a) Customer's or an End User's use of the Services:

(i) poses a security risk to the Services or any third party,

(ii) could adversely impact SOLUS's systems, the Services or the systems or Content of any other SOLUS customer,

(iii) could subject SOLUS, its affiliates, or any third party to liability, or

(iv) could be fraudulent.

(b) Customer or any End User is in material breach of this Agreement;

(c) Customer is in breach of its payment obligations under the **Fees and Payment Section**; or

(d) Customer has ceased to operate in the ordinary course of business, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding.

4.2 Effect of Suspension. If SOLUS suspends Customer's right to access or use any portion or all of the Services:

(a) Customer is responsible for all fees and charges it incurs during the period of suspension that are billed to Customer; and

(b) Customer is not entitled to any service credits under the Service Level Agreements for any period of suspension.

5. Term and Termination.

5.1 Term. The term of this Agreement will commence on the Effective Date and remain in effect until terminated as specified in this **Term and Termination Section ("Term")** or until expiration as specified in the Subscription Order. A termination notice must include an effective date of termination ("**Termination Date**") that complies with the notice periods in the **Termination Subsection**.

(a) Automatic Renewal. Upon expiration of the initial term as specified in the Subscription Order, this agreement will automatically renew for an additional 12 months and will continue unless Customer notifies SOLUS in writing 60 days prior to expiration.

5.2 Termination.

(a) Termination for Convenience. Subject to section 5.3, Customer may terminate this Agreement for any reason by providing SOLUS 30 days' advance notice and closing Customer's account for all Services for which SOLUS provides an account closing mechanism. SOLUS may terminate this Agreement for any reason by providing Customer at least 30 days' advance notice.

(b) Termination for Cause.

(i) By Either Party. Either party may terminate this Agreement if the other party is in material breach and such breach remains uncured for a period of 30 days from receipt of notice by the non-breaching party. Customer will close its account no later than the Termination Date.

(ii) By SOLUS. SOLUS may terminate this Agreement immediately upon notice to Customer:

(A) if SOLUS has the right to suspend the Services (as specified in the **Temporary Suspension Section**) and the issue giving SOLUS the right to suspend either:

a. is not capable of being remedied; or

b. has not been remedied within 30 days of SOLUS suspending the Services.

(B) if SOLUS's relationship with a third-party partner who provides software or other technology SOLUS uses to provide the Services expires, terminates or requires SOLUS to change the way SOLUS provides the software or other technology as part of the Services; or

(C) to comply with the law or requests of governmental entities.

5.3 Effect of Termination.

(a) Generally. Upon the Termination Date:

(i) Customer's rights under this Agreement immediately terminate except as otherwise provided in this **Effect of Termination Subsection**;

(ii) Customer remains responsible for all fees and charges it has incurred through the Termination Date and is responsible for any fees and charges it incurs during the post-termination period described in the **Effect of Termination Subsection** and that SOLUS bills to Customer;

(iii) If Customer terminates this Agreement for convenience prior to the expiration of the term defined in the Subscription Order, SOLUS may charge Customer an early termination fee equivalent to the unpaid Monthly Recurring Charges.

(iv) Customer will immediately return or, if instructed by SOLUS, destroy all SOLUS Content (as defined herein) in Customer's possession; and

(v) all sections of this Agreement which must survive the termination or expiration of this Agreement to effectuate their purpose will continue to apply in accordance with their terms.

(b) Post-Termination. Unless SOLUS terminates Customer's use of the Services for cause as provided herein, during the 30 days following the Termination Date:

(i) SOLUS will not take action to remove from the SOLUSCare systems any Customer Content as a result of the termination; and

(ii) Provided Customer has paid all amounts due under this Agreement, SOLUS will allow Customer to retrieve Customer Content from the Services.

The terms of this Agreement will apply to any use of the Services after the Termination Date, and Customer will pay the applicable fees at the rates under the **Fees and Payment Section**.

6. Proprietary Rights.

6.1 Customer Content. Except as provided in this **Proprietary Rights Section**, SOLUS obtains no rights under this Agreement from Customer (or its licensors) to Customer Content. Customer consents to SOLUS' use of Customer Content to provide the Services to Customer and any End Users.

6.2 Adequate Rights. Customer represents and warrants that Customer or its licensors (a) own all right, title, and interest in and to Customer Content and Suggestions, and (b) have all rights in Customer Content and Suggestions necessary to grant the rights contemplated by this Agreement.

6.3 Intellectual Property License. SOLUS or its licensors own all right, title, and interest in and to the Services, SOLUS Content, and all related intellectual property rights. Subject to the terms of this license and the Agreement, SOLUS grants you a limited, royalty-free, revocable, non-exclusive, non-sublicensable, non-transferrable license to copy and use the SOLUS Content solely in connection with your permitted use of the Services during the Term. Except as expressly provided in this **Subsection**, you obtain no other rights from SOLUS to the Services and SOLUS Content. "**SOLUS Content**" means APIs, sample code, software libraries, command line tools, proofs of concept, templates, advice, information, programs, and any other content made available by SOLUS and its affiliates related to use of the Services.

6.4 Restrictions. Neither Customer nor any End User will use the SOLUS Content or Services in any manner or for any purpose other than as expressly permitted by this Agreement. Neither Customer nor any End User will, or will attempt to (a) reverse engineer, disassemble, or decompile the Services or SOLUS Content or apply any other process or procedure to derive the source code of any software included in the Services or SOLUS Content, (b) access or use the Services or SOLUS Content in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (c) resell the Services or SOLUS Content.

6.5 Suggestions. SOLUS may use without restriction any suggested improvements to the Services or SOLUS Content that Customer provides ("**Suggestions**"). Customer irrevocably assigns to SOLUS all right, title, and interest to the Suggestions and will provide any assistance required to document, perfect, and maintain SOLUS' rights therein.

7. Indemnification.

7.1 General. Customer will defend, indemnify, and hold harmless SOLUS, its affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim concerning: (a) Customer's or any End Users' use of the Services (including any activities under Customer's SOLUSCare account and use by Customer's employees and personnel); (b) breach of this Agreement or violation of applicable law by Customer, End Users or Customer Content; or (c) a dispute between Customer and any End User. Customer will reimburse SOLUS for reasonable attorneys' fees, as well as SOLUS employee and contractor time and materials spent responding to any third-party subpoena or other compulsory legal order or process associated with third party claims described in (a) through (c) above at SOLUS' hourly rates.

7.2 Intellectual Property Indemnification.

(a) Solus IP Indemnity. Subject to the limitations in this **Indemnification Section**, SOLUS will defend Customer and its employees, officers, and directors against any third-party claim alleging that the Services or

SOLUS Content infringes or misappropriates that third party's intellectual property rights and will pay the amount of any adverse final judgment or settlement.

(b) Customer IP Indemnity. Subject to the limitations in this **Indemnification Section**, Customer will defend SOLUS, its affiliates, and their respective employees, officers, and directors against any third-party claim alleging that Customer Content infringes or misappropriates that third party's intellectual property rights and will pay the amount of any adverse final judgment or settlement.

(c) Neither party will have obligations or liability under this **Intellectual Property Indemnification Section** arising from infringement by combinations of the Services, SOLUS Content, or Customer Content, as applicable, with any other product, service, software, data, content or method. In addition, SOLUS will have no obligations or liability arising from Customer's or any End User's use of the Services after SOLUS has notified Customer to discontinue such use. The remedies provided in this **Intellectual Property Indemnification Section** are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Services or by Customer Content.

(d) For any claim covered by the **SOLUS IP Indemnity Section**, SOLUS will, at its election, either: (i) procure the rights to use that portion of the Services or SOLUS Content alleged to be infringing; (ii) replace the alleged infringing portion of the Services or SOLUS Content with a non-infringing alternative; (iii) modify the alleged infringing portion of the Services or SOLUS Content to make it non-infringing; or (iv) terminate the allegedly infringing portion of the Services, SOLUS Content, or the Agreement.

7.3 Process. The obligations under this **Intellectual Property Indemnification Section** will apply only if the party seeking defense or indemnity: (a) gives the other party prompt written notice of the claim; (b) permits the other party to control the defense and settlement of the claim; and (c) reasonably cooperates with the other party (at the other party's expense) in the defense and settlement of the claim. In no event will a party agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the other party.

8. Disclaimers.

THE SERVICES AND SOLUS CONTENT ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, SOLUS AND ITS AFFILIATES AND LICENSORS (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES OR SOLUS CONTENT OR ANY THIRD-PARTY CONTENT, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICES OR SOLUS CONTENT OR ANY THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

9. Limitations of Liability.

9.1 Liability Disclaimers. EXCEPT FOR INDEMNIFICATION OBLIGATIONS, NEITHER PARTY, NOR ANY OF ITS AFFILIATES OR LICENSORS, WILL HAVE LIABILITY TO THE OTHER PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, FOR (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, (B) THE VALUE OF CUSTOMER CONTENT, (C) LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, OR GOODWILL, OR (D) THE UNAVAILABILITY OF THE SERVICES OR SOLUS CONTENT. 9.1(D) DOES NOT LIMIT ANY AVAILABLE SERVICE CREDITS UNDER THE SERVICE LEVEL AGREEMENTS.

9.2 Limitation. EXCEPT FOR INDEMNIFICATION OBLIGATIONS, THE AGGREGATE LIABILITY UNDER THIS AGREEMENT OF SOLUS AND ITS AFFILIATES AND LICENSORS WILL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO SOLUS UNDER THIS AGREEMENT FOR THE SERVICES THAT GAVE RISE TO THE LIABILITY DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE.

10. Modifications to the Agreement.

SOLUS may modify this Agreement at any time by posting a revised version on the SOLUSCare Site or by otherwise notifying Customer in accordance with the **Notice Subsection**. The modified terms will become effective upon posting or, if SOLUS notifies Customer by email, as stated in the email message. By continuing to use the Services or SOLUS Content after the effective date of any modifications to this Agreement, Customer agrees to be bound by the modified terms. It is Customer's responsibility to check the SOLUSCare Site regularly for modifications to this Agreement. SOLUS last modified this Agreement on the date listed at the beginning of this Agreement.

11. Miscellaneous.

11.1 Assignment. Neither party may assign or otherwise transfer this Agreement or its rights and obligations hereunder without the other party's prior written consent, any assignment or transfer in violation of this **Subsection** will be void. SOLUS may assign this Agreement without Customer's consent (a) in connection with a merger, acquisition, or sale of all or substantially all of its assets, or (b) to any affiliate or as part of a corporate reorganization. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

11.2 Entire Agreement. This Agreement incorporates the Policies by reference and is the entire agreement between Customer and SOLUS regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Customer and SOLUS, whether written or verbal, regarding the subject matter of this Agreement. None of the parties will be bound by any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) including for example, any term, condition or other provision submitted by Customer in any order, receipt, acceptance, confirmation, correspondence or other document.

11.3 Force Majeure. Except for payment obligations, neither party nor any of their affiliates will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

11.4 Governing Law. This Agreement will be interpreted under Nevada law, without reference to its conflict of laws principles.

11.5 Disputes. Parties will first attempt to mediate disputes. If mediation fails, disputes will be settled by arbitration under JAMS rules in Reno, Nevada. The arbitration will be binding, with costs split evenly, and the prevailing party is entitled to recover attorney fees.

11.7 Independent Contractors; Non-Exclusive Rights. SOLUS and Customer are independent contractors and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party, and (b) to assist third party

developers or systems integrators who may offer products or services which compete with the other party's products or services.

11.9 Confidentiality and Publicity. Customer may use SOLUS Confidential Information only in connection with its use of the Services or SOLUS Content as permitted under this Agreement. Customer will not disclose SOLUS Confidential Information during the Term or at any time during the 5-year period following the end of the Term. Customer will take all reasonable measures to avoid disclosure, dissemination, or unauthorized use of SOLUS Confidential Information, including, at minimum, those measures Customer takes to protect its own confidential information of a similar nature.

"SOLUS Confidential Information" means all nonpublic information disclosed by SOLUS, its affiliates, business partners, or its or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. SOLUS Confidential Information includes: (a) nonpublic information relating to SOLUS or its affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that SOLUS is obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between Customer and SOLUS or its affiliates. SOLUS Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to Customer at the time of Customer's receipt from SOLUS; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by Customer without reference to the SOLUS Confidential Information.

11.10 Notice.

(a) To Customer. SOLUS may provide notice to Customer under this Agreement by:

- (i)** posting a notice at <https://solus.tech/terms-and-conditions/> or any successor website; or
- (ii)** sending a message to the email address then associated with Customer's account.

Notices SOLUS provides by posting on the website above will be effective upon posting and notices provided by email will be effective when SOLUS sends the email. It is Customer's responsibility to keep its email address current. Customer will be deemed to have received any email sent to the email address then associated with its account when SOLUS sends the email.

(b) To SOLUS. To give SOLUS notice under this Agreement, Customer must contact SOLUS by personal delivery, overnight courier or registered or certified mail to 9460 Double R Blvd. Suite 101, Reno, NV 89521. SOLUS may update the facsimile number or address for notices to it by posting a notice on the website above. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided, registered or certified mail will be effective three business days after they are sent.

11.11 No Third-Party Beneficiaries. This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

11.13 No Waivers. The failure by a party to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit such party's right to enforce such provision at a later time. All waivers by must be in writing to be effective.

11.14 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement, but the rest of the Agreement will remain in full force and effect.