

AI END USER LICENSE AGREEMENT (EULA)

PLEASE READ ALL OF THE FOLLOWING TERMS AND CONDITIONS OF THIS AI END USER LICENSE AGREEMENT (“EULA” OR “AGREEMENT”) CAREFULLY BEFORE USING THE AI SOLUTION. THIS EULA IS LEGALLY BINDING AGAINST CUSTOMER (DEFINED BELOW) AND SETS FORTH THE TERMS AND CONDITIONS THAT GOVERN CUSTOMER’S USE OF THE AI SOLUTION (DEFINED BELOW). BY USING THE AI SOLUTION, CUSTOMER AGREES TO ABIDE BY ALL OF THE TERMS AND CONDITIONS STATED OR REFERENCED HEREIN. IF CUSTOMER DOES NOT AGREE TO ABIDE BY THESE TERMS AND CONDITIONS, CUSTOMER MAY NOT USE THE AI SOLUTION. CUSTOMER MUST ACCEPT AND ABIDE BY THESE TERMS AND CONDITIONS AS PRESENTED TO CUSTOMER – ANY CHANGES, ADDITIONS OR DELETIONS BY CUSTOMER TO THESE TERMS AND CONDITIONS WILL NOT BE ACCEPTED BY LICENSOR AND WILL NOT BE PART OF THIS EULA.

CUSTOMER UNDERSTANDS AND AGREES THAT (I) THE AI SOLUTION IS NOT A TOOL FOR RECOMMENDING TREATMENT NOR A SUBSTITUTE FOR MEDICAL JUDGMENT; (II) THE AI SOLUTION SHOULD BE ACCESSED AND USED ONLY UNDER THE SUPERVISION AND WITHIN THE PRUDENCE OF A MEDICAL DOCTOR; AND (III) THE RELEVANT PHYSICIANS SHALL BE ENTIRELY RESPONSIBLE FOR ALL PATIENT MEDICAL DECISIONS, AND MAY NOT RELY ON THE AI SOLUTION FOR PATIENT DECISIONS.

1. Definitions.

"AI Evolution" means each and every iteration of the AI Solution that evolves and is created during training and subsequent and ongoing uses, including through use of the Training Data, Production Data, and Output Data (as applicable). For the avoidance of doubt, while the AI Evolution(s) is the product or result of the AI Solution’s use of Training Data, Production Data, Output Data, or any other information or data used in connection therewith, the AI Solution itself shall not include any Training Data, Production Data, Output Data but shall include de-identified information as part of the evolution of the AI Solution.

"AI Solution" means the product described in the AI Solution Agreement, including any AI Evolution and Updates provided to Customer pursuant to EULA.

"Authorized User" means an employee or contractor of Customer who Customer permits to access and use the AI Solution pursuant to this EULA.

"Customer" means the customer identified in the Integrated AI Solution Agreement, and its successors and assigns.

"Integrated AI Solution Agreement" means the agreement between the Integrated Solution Provider and Customer for purchase of the Integrated Solution, if applicable, and the license to use the AI Solution in accordance with the AI Solution License and Services Agreement between Licensor and Integrated Solution Provider.

"Integrated Solution Provider" means Quantitative Medical Systems, Inc., and its successors and assigns.

"Integrated Solution" means the solution provided by the Integrated Solution Provider to Customer pursuant AI Solution Agreement.

"Licensor" means DeLorean Artificial Intelligence, Inc. and its successors and assigns.

"Output Data" means data generated from the Production Data using the AI Solution.

"Production Data" means data provided by the Customer and Integrated Solution Provider, where applicable, that generates Output Data using the AI Solution.

"Third-Party Products" means any third-party products or software provided with or incorporated into the AI Solution.

"Training Data" means data provided by the Customer and Integrated Solution Provider, where applicable, to train the AI Solution.

"Updates" means any updates, bug fixes, patches, or other error corrections to the AI Solution that Licensor generally makes available free of charge to all licensees of the AI Solution.

2. License Terms.

(a) AI Solution License. Customer represents and warrants to Licensor that it agrees and understands that it is receiving a revocable, limited, non-exclusive, non-sublicensable, non-assignable and non-transferable limited license to use the AI Solution subject to (i) the Integrated Solution Provider’s compliance with the AI Solution License and Services Agreement between Licensor and Integrated Solution Provider and (ii) Customer’s compliance with this EULA and the Integrated AI Solution Agreement (a **"License"**) and solely for use for such Customer’s internal business purposes and, more specifically, solely to (i) train the AI Solution with Training Data and/or Production Data and (ii) generate Output Data (and for no other reason).

(b) AI Solution Use Restrictions. Customer shall not use, and shall ensure that each Authorized User shall not use, the AI Solution beyond the scope of this EULA. Without limiting the foregoing, Customer shall not, and shall ensure that each Authorized User shall not, at any time, directly or indirectly or in whole or in part: (i) copy,

modify, create derivative works of or from, or otherwise reproduce, the AI Solution (in whole or in part, including but not limited to in combination or integration with any other product, material, document, service and/or software); (ii) rent, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the AI Solution; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the AI Solution; (iv) remove any proprietary notices from the AI Solution; (v) create any service, application, software, algorithm, documentation or data that is competitive with, substantially similar or confusingly similar to any aspect of the AI Solution; (vi) attempt to gain or grant unauthorized access to the AI Solution, including without limitation by breaching, disabling, tampering with, or developing or using (or attempting to do the same) any workaround for the AI Solution or any security measure related thereto; (vii) post, upload, forward, or otherwise transmit any portion of the AI Solution to a public repository or other public forum; (viii) use the AI Solution, Training Data, Production Data or Output Data in a manner or for a purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law or any term of this EULA or the AI Solution Agreement; or (ix) claim any proprietary right to the AI Solution (in whole or in part). Licensee represents and warrants that it has the right to use the Training Data, the Production Data and the Output Data in the manner in it will be used.

(c) AI Solution Reservation of Rights. Nothing in this EULA grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the AI Solution.

(d) Permitted Users. The total number of Authorized Users who may use the AI Solution is set forth in the Integrated AI Solution Agreement.

(e) Import and Export Requirements. The AI Solution may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the AI Solution to, or make the AI Solution accessible from, any jurisdiction or country other than the U.S., Canada, the United Kingdom, or the European Union, if such export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the AI Solution available outside the US, Canada, the United Kingdom, or the European Union. Customer will, at its own expense, pay all import and export licenses and permits, customs charges and duty fees, if any, and

will take all other actions, if any, required to accomplish the export and import of the AI Solution.

(f) Third-Party Products. Licensor may distribute certain Third-Party Products with the AI Solution. Such Third-Party Products are subject to their own license terms and the applicable flow through provisions and Customer agrees to comply with all applicable third party terms when using the AI Solution. The AI Solution also contains certain open source software. Customer understands and acknowledges that such open source software is not licensed to Customer pursuant to the provisions of this EULA and that this EULA may not be construed to grant any such right and/or license.

(g) Training Data, Production Data and Output Data. Customer grants, and represents and warrants it has the right to grant on behalf of any other third party who it has received any data from, Licensor a right to use any Training Data, Production Data and/or Output Data provided, created, or generated by Integrated Solution Provider or the Customer's use of the AI Solution.

(h) Licensee further represents, warrants and covenants that:

(i) it has implemented or contractually required industry-standard security measures to protect the security and integrity of, and prevent, unauthorized access to the AI Solution;

(ii) it will not do anything that will make the AI Solution subject to any open source or similar license which creates an obligation to grant any rights in the AI Solution;

(iii) it will not disrupt, disable, erase, alter, harm, damage, interfere with or otherwise impair in any manner the AI Solution (which includes restricting Licensor with access to the AI Solution daily) and will allow Licensor to create consistent and regular back-ups of the AI Solution; and

(iv) in the event of any security breach or unauthorized access to the AI Solution, Customer will immediately investigate such breach and notify Licensor and Integrated Solution Provider at Customer's cost.

3. Intellectual Property Ownership; Feedback.

(a) Customer acknowledges that, as between Customer on the one hand and Licensor on the other, Licensor owns all right, title, and interest, including all intellectual property rights, in and to the AI Solution and, with respect to Third-Party Products, the applicable third-party licensors own all right, title and interest, including all intellectual property rights, in and to the Third-Party Products.

(b) Feedback. In addition to any AI Evolutions which are incorporated into the AI Solution, if Customer or any of its applicable employees or contractors sends or transmits any communications or materials to Licensor suggesting or recommending changes, new features or

functionality to the AI Solution, ("**Feedback**"), Licensor is free to use such Feedback and Customer hereby assigns to Licensor, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Licensor is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, trade secrets or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Licensor is not required to use any Feedback.

4. Warranty Disclaimer.

THE AI SOLUTION IS PROVIDED "AS IS" AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. LICENSOR MAKES NO WARRANTY OF ANY KIND THAT THE AI SOLUTION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. THE AI SOLUTION DOES NOT DIAGNOSE CONDITIONS AND ARE NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL JUDGEMENT. CUSTOMER ASSUMES ALL RISK FOR THE CARE OF ANY THIRD PARTIES WHEN USING THE AI SOLUTION AND LICENSOR SHALL NOT BE RESPONSIBLE FOR ANY LOSSES, INJURIES, DAMAGES OR OTHER CONSEQUENCES TO CUSTOMER RESULTING FROM SUCH USE. LICENSOR DOES NOT, NOR DOES IT INTEND TO, ENGAGE IN THE PERFORMANCE OR DELIVERY OF MEDICAL OR HEALTH CARE SERVICES OR DIAGNOSIS.

5. Indemnification and Limitations of Liability.

Customer agrees that Licensor has no indemnity obligations to Customer. Customer agrees that Licensor has no liability to Customer under any legal or equitable theory.

Customer shall indemnify, hold harmless, and, at Licensor's option defend, Licensor from and against any losses resulting from Customer's breach of this EULA, or any third-party claim, based on Customer's: (i) negligence or willful misconduct; (ii) use (direct or indirect) of the AI Solution in a manner not authorized or contemplated by this EULA; (iii) use of the AI Solution in combination with data, software, hardware, equipment or technology not provided by Licensor or authorized by Licensor in writing; (iv) modifications to the AI Solution

not made by Licensor; (v) any allegation that any AI Solution, when used in combination with any Customer solution or other product or service distributed or supported by Customer, infringes any third party right, where the AI Solution alone would not infringe; (vi) use of the AI Solution to violate the legal rights of a third party; (vii) unauthorized access to the AI Solution caused by, arising from or related to from by a cyber incident from Customer's failure of cybersecurity controls, programs, procedures, or processes; or (viii) use of any version other than the most current version of the AI Solution delivered to Customer, provided that Customer may not settle any third-party claim against Licensor unless such settlement completely and forever releases Licensor from all liability with respect to such third-party claim or unless Licensor consents to such settlement, and further provided that Licensor will have the right, at its option, to defend itself against any such third-party claim or to participate in the defense thereof by counsel of its own choice.

6. Term and Termination.

(a) Term. The Term of this EULA is as set forth in the Integrated AI Solution Agreement.

(b) Termination. In addition to any other express termination right set forth in this EULA, Licensor may terminate this EULA and the related License if the Customer fails to comply with the terms and conditions under this EULA or the Integrated AI Solution Agreement or if Integrated Solution Provider fails to comply with the terms of the AI Solution License and Services Agreement between Licensor and Integrated Solution Provider.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this EULA, the Licenses will also terminate, and Customer shall, and shall cause each applicable Authorized User to, cease using and delete, destroy, or return all copies of the AI Solution and certify in writing to the Licensor that the AI Solution has been deleted or destroyed. Notwithstanding anything herein to the contrary, Licensor's rights and Customer's restrictions of use shall survive termination of this EULA.

No right or remedy of Licensor referred to in this EULA is intended to be exclusive, but shall be cumulative and in addition to any other right or remedy referred to in this EULA or otherwise available as a matter of law.

7. Miscellaneous.

(a) Waiver. No waiver by Licensor of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Licensor and (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this EULA will operate or be construed as a waiver thereof by Licensor and (ii) no single or partial exercise of any right, remedy, power, or privilege will preclude Licensor of any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(b) Assignment. Customer may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the Licensor. This EULA is binding upon and inures to the benefit of any permitted successors and assigns.

applicable, against the Customer under such agreement.

(c) Equitable Relief. Customer acknowledges and agrees that a breach or threatened breach by it of any of its obligations hereunder would cause the Licensor irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the Licensor will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(d) Governing Law and Venue. This EULA is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of New York. Any legal suit, action, or proceeding arising out of or related to this EULA or the License granted hereunder will be instituted exclusively in the federal courts of the State of New York in each case located in the city of New York and County of New York, and each of Licensor and Customer irrevocably submit to the exclusive jurisdiction of such courts.

(e) Audit. Customer agrees that Licensor may audit Customer's and its Authorized User's use of the AI Solution for compliance with the terms of this EULA, upon reasonable notice. In the event that such audit reveals any non-compliant use of the AI Solution, Customer shall reimburse Licensor for all reasonable expenses related to such audit in addition to any other liabilities Licensor may incur as a result of such non-compliance.

(f) Notice. The following shall be used for notice to Licensor:

DeLorean Artificial Intelligence, Inc.
2875 South Ocean Blvd, Suite 200-60
Palm Beach FL 33480.

Any notice given under this EULA shall be in writing and sent by registered mail to the address listed above.

(g) Third Party Beneficiary. Customer agrees that Licensor may assert its rights against Customer under this EULA and also that Licensor is a third party beneficiary under the AI Solution License and Services Agreement and may also assert its rights, where