

## Surgiverse® Platform and Device General Terms and Conditions of Use

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Surgiverse Systems, Inc. (“Surgiverse”) markets an online surgical suite platform that combines real-time 3D technology and cloud computing (collectively, the “Surgiverse Platform”), accessed through third-party headsets used in the surgical suite to access the elements stored into the Surgiverse Platform (the “Devices”, and collectively with the Surgiverse Platform, the “Surgiverse Materials”).

**PLEASE READ THESE GENERAL TERMS AND CONDITIONS OF USE (“GTCU”) CAREFULLY BEFORE USING THE SURGIVERSE MATERIALS. BY USING THE SURGIVERSE MATERIALS, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS GTCU. IF YOU DO NOT AGREE TO THE GTCU, PROMPTLY DISCONTINUE USE OF THE SURGIVERSE MATERIALS AND RETURN THE APPLICABLE DEVICE YOUR EMPLOYER OR WHOEVER PROVIDED YOU THE DEVICE.**

1. Access. Surgiverse Systems has entered into an agreement with the entity that provided you with the Device and an account (e.g., the hospital in which you perform surgeries) to permit access to the Surgiverse Materials. You may only use the Device and access the Surgiverse Materials when authorized by such third party.
2. Devices. You acknowledge and agree that, as between the parties, the Devices shall at all times remain the property of Surgiverse Systems and its affiliates, suppliers and/or licensors. You shall: (a) at all times keep the Devices free and clear from any legal process, liens or encumbrances whatsoever; (b) maintain the Devices in good condition and be responsible for any damage to such units that occurs while in your possession (reasonable wear and tear excepted); and (c) not remove or alter any marking or labeling affixed to the Devices.
3. Independent Medical Judgment. In providing the Surgiverse Platform and Devices, Surgiverse is not giving medical advice or providing medical, diagnostic or surgical services. Although the Surgiverse Platform and Devices are tools for use in the surgical suite, such tools are not a substitute for the professional judgment of healthcare providers in diagnosing and treating patients or otherwise performing surgery, and is not intended to replace any existing clinical/surgical guidelines. You are solely responsible for complying with all laws, regulations and licensing requirements applicable to its delivery of healthcare services and for maintaining commercially reasonable professional liability insurance.
4. Medical Records. The Surgiverse Platform is not designed or intended to be a medical record system. You acknowledge and agree that any data uploaded to the Surgiverse Platform or notes taken therein are not considered part of your official medical record. All such information will not be available for download by you for later review and Surgiverse is not responsible for maintaining records thereof. As between the parties, you are solely responsible for retaining copies of all relevant data and notes in alternative systems and maintaining all medical records applicable to procedures performed using the Surgiverse Platform.
5. Ownership. As between the parties, all right, title, and interest in and to Surgiverse Materials, including all intellectual property rights therein, are and will remain exclusively with Surgiverse Systems and its affiliates. The Surgiverse Materials include any derivatives, improvements or learnings to the

Surgiverse Materials developed by or for Surgiverse Systems during the Term. All other rights in and to Surgiverse Materials are expressly reserved by Surgiverse.

6. Use Restrictions. You shall not, and shall not permit any other person or entity to, access or use the Surgiverse Materials except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, you shall not: (a) copy, modify, or create derivative works or improvements of the Surgiverse Materials; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any part of the Surgiverse Materials to any third party, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Surgiverse Materials, in whole or in part; (d) bypass or breach any security device or protection used by the Surgiverse Materials or access or use the Surgiverse Materials other than by an Authorized User through the use of his or her own credentials; (e) input, upload, transmit, or otherwise provide to or through the Surgiverse Materials, any information or materials that are unlawful or injurious, or contain, transmit, or activate any viruses or other malicious code; (f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner, the Surgiverse Materials or Surgiverse Systems' provision of services to any third party, in whole or in part; (g) remove, delete, alter, or obscure any disclaimers relating to, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from, any part of the Surgiverse Materials, including any copy thereof; (h) access or use the Surgiverse Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable law; and (i) access or use the Surgiverse Materials for purposes of competitive analysis of the Surgiverse Materials, the development, provision, or use of a competing Surgiverse Platform or product or any other purpose that is to Surgiverse Systems' detriment or commercial disadvantage.
7. Suspension or Termination of the Surgiverse Platform. Surgiverse Systems may suspend, terminate, or otherwise deny your access to or use of all or any part of the Surgiverse Platform or Devices if Surgiverse believes: (a) such use is in violation of this GTCU or applicable laws; or (b) such use may create a security or operational risk to the Surgiverse Platform.
8. Feedback. You hereby grant to Surgiverse a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Surgiverse Materials all suggestions, enhancement requests, recommendations or other feedback you elect to provide to Surgiverse relating to the operation, functionality or improvements to the Surgiverse Material.
9. DISCLAIMER OF WARRANTIES. THE SURGIVERSE MATERIALS AND ALL RELATED SERVICES ARE PROVIDED "AS IS." SURGIVERSE SYSTEMS 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. WITHOUT LIMITING THE FOREGOING, SURGIVERSE MAKES NO WARRANTY OF ANY KIND THAT THE SURGIVERSE MATERIALS OR ANY RELATED SERVICES, OR ANY REPORTS OR RESULTS ARISING FROM THE USE THEREOF, WILL MEET YOUR REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES INCLUDING YOUR SYSTEMS, OR BE SECURE, ACCURATE, COMPLETE, FREE OF VIRUSES OR OTHER MALICIOUS CODE, OR ERROR FREE. YOU ACKNOWLEDGE AND AGREE THAT THE SURGIVERSE

PLATFORM IS AN INFORMATION MANAGEMENT TOOL ONLY AND THAT IT CONTEMPLATES AND REQUIRES THE INVOLVEMENT OF MEDICAL PROFESSIONALS IN CONNECTION WITH ITS USE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT SURGIVERSE HAS NOT REPRESENTED THAT THE SURGIVERSE MATERIALS HAVE THE ABILITY TO PERFORM ANY TASKS THAT CONSTITUTE THE PRACTICE OF MEDICINE OR OF OTHER PROFESSIONAL OR ACADEMIC DISCIPLINES. You acknowledge and agree that the Devices have been developed and manufactured by third party providers and are provided by Surgiverse Systems on an "AS IS, WHERE IS" basis. Surgiverse Systems has no ability to independently modify or correct defects in the Devices. Surgiverse Systems' sole obligations with respect to defective Devices are specified in the Support Services.

10. Limitations of Liability.

10.1. EXCLUSION OF DAMAGES. IN NO EVENT WILL SURGIVERSE SYSTEM OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SURGIVERSE PLATFORM; (c) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL OR REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10.2. CAP ON MONETARY LIABILITY. IN NO EVENT WILL SURGIVERSE SYSTEMS AND ITS LICENSORS, SUBCONTRACTORS, SERVICE PROVIDERS, AND SUPPLIERS' AGGREGATE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED AN AMOUNT EQUAL TO \$1,000. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

11. Miscellaneous. These GTCU and disputes arising under this Agreement shall be governed solely by, and construed solely in accordance with, the laws of the State of Illinois, without regard to conflict of law principles and shall be subject the exclusive jurisdiction of the state and federal courts located in Chicago, Illinois. If any provision or portion of this GTCU is held to be unenforceable, such provision or portion shall be enforced to the maximum extent permissible consistent with the terms hereof, and the remainder of this Agreement shall continue in full force and effect. Surgiverse Systems may revise and update this GTCU from time-to-time by posting the amended terms through the Surgiverse Materials. Your continued use of the Surgiverse Materials thereafter means that you accept and agree the revised GTCU. If you disagree with the updated GTCU, you must immediately discontinue use of the Surgiverse Materials.