

THIS ADDENDUM TO THE MASTER SUBSCRIPTION AGREEMENT (THE “ADDENDUM”) IS MADE BETWEEN THE CUSTOMER AND POINTCLICKCARE TECHNOLOGIES INC. AND ITS AFFILIATED COMPANIES (COLLECTIVELY, “POINTCLICKCARE”) AND GOVERNS CUSTOMER’S USE OF, AND ACCESS TO, THE SERVICES DESCRIBED HEREIN.

CUSTOMER AGREES TO THE TERMS OF THIS ADDENDUM BY: (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS ADDENDUM, OR (3) USING THE SERVICES DESCRIBED HEREIN. THE INDIVIDUAL ACCEPTING THIS ADDENDUM ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. THE TERM “CUSTOMER” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS ADDENDUM DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS ADDENDUM AND MAY NOT USE THE SERVICES.

This Addendum was last updated on March 01, 2026. It is effective between Customer and PointClickCare as of the date of Customer’s acceptance of this Addendum (the “**Effective Date**”). By electronically accepting this Addendum, you acknowledge that you have read, understood, and agreed to be bound by its terms and conditions.

Customer may elect to subscribe to ambient listening voice to text dictation services that include certain AI Features (collectively, the “**Ambient Scribe Services**”). The Ambient Scribe Services are powered by Nabla Technologies, Inc., a third-party software provider (“**Nabla**”), and are licensed to PointClickCare for the purpose of enabling PointClickCare to make such services available to its customers on a sublicensed basis.

The terms and conditions of this Addendum are incorporated by reference into the MSA. In the event of conflict between this Addendum and the MSA, the terms and conditions of this Addendum shall prevail as they relate to the Ambient Scribe Services. Capitalized terms used but not defined in this Addendum will have the meaning set out in the MSA. If Customer is a management company for facilities, Customer represents and warrants that it has the authority to accept this Addendum on such facilities’ behalf.

1. **Customer’s Acknowledgments.** In connection with Customer’s use of the Ambient Scribe Services, Customer acknowledges and agrees as follows:
 - i. **Third Party Dependencies.** The Ambient Scribe Services rely on certain third-party systems and infrastructure, including hardware, network connectivity, and other services that are not under the control of PointClickCare. As a result, the availability, performance, and reliability of the Ambient Scribe Services may be affected by factors outside of PointClickCare’s control.
 - ii. **Transmission Limitations.** Customer acknowledges that there may be occasional communication failures, interruptions, or delays in the transmission, delivery, or receipt of

transcription outputs or related communications, which may occur due to factors beyond PointClickCare's control.

iii. **Not a Substitute for Clinical Oversight.** The Ambient Scribe Services are not intended to replace or substitute any healthcare provider's existing processes, clinical judgment, or systems for administering, documenting, or safeguarding medical treatment or medication.

iv. **Not a Medical Device.** The Ambient Scribe Services are not designed, intended, or represented to perform at the level of reliability, safety, or performance required of regulated medical devices used in critical care or other clinical treatment environments.

v. **Assumption of Risk.** As a condition of using the Ambient Scribe Services, Customer assumes all risks associated with the foregoing limitations and with Customer's use of the Ambient Scribe Services, whether such risks are known or unknown.

2. vi. **Artificial Intelligence Functionality.** Customer acknowledges that PointClickCare and Nabla may incorporate artificial intelligence features within the Ambient Scribe Services, including functionality that utilizes trained large language models and machine learning technologies (collectively, "**AI Features**"). Customer and its Users expressly agree that they are responsible for independently reviewing, verifying, and assessing the appropriateness, accuracy, and completeness of any information, suggestions, or recommendations produced by the AI Features before reliance or implementation in Customer's business processes. Customer further agrees to exercise its own professional judgment and seek additional professional advice where necessary, particularly where any such AI-generated outputs might have legal, financial, operational, or compliance implications. PointClickCare makes no representations or warranties as to the suitability or fitness of AI-generated outputs for any particular purpose and disclaims all liability for any outcomes resulting from Customer or its Users' reliance on AI Features.

vii. **Customer Responsibilities.** Customer shall be responsible for ensuring that Customer and its authorized users are adequately trained in the proper and safe use of the Ambient Scribe Services and AI Features, and that such services are used solely for their intended purposes. Customer shall further ensure that its use, and the use by its users, complies with all applicable local, state or provincial, and federal laws, regulations, and professional obligations relating to the use of such technologies. The Ambient Scribe Services are provided solely for Customer's internal business operations and are granted on a nonexclusive and nontransferable basis.

viii. **Use Restrictions.** Customer shall not, and shall not permit any third party to: (a) assign, sublicense, sell, transfer, distribute, or otherwise grant access to the Ambient Scribe Services, in whole or in part, to any third party; (b) modify, translate, adapt, or create derivative works based on the Ambient Scribe Services; (c) remove, obscure, or alter any proprietary notices, labels, or markings of PointClickCare, Nabla, or their licensors; (d) decompile, disassemble, reverse engineer, or otherwise attempt to derive or discover the source code,

underlying structure, ideas, or algorithms of the Ambient Scribe Services by any means; or (e) disclose to any third party the results of any benchmarking or performance testing of the Ambient Scribe Services.

3. **Consent Requirement.** Customer shall be solely responsible for obtaining and maintaining all required notices, authorizations, and consents necessary for the recording, processing, and use of audio through the Ambient Scribe Service, in accordance with all applicable local, state, provincial, and federal laws and regulations. Such consents shall include, without limitation, any required patient, resident, clinician, or participant consent prior to initiating any recording through the Ambient Scribe Service. Customer shall ensure that the Ambient Scribe Service is used only after all legally required consents and disclosures have been obtained and documented in accordance with applicable law. PointClickCare shall have no responsibility to obtain such consents.
4. **Transcript Retention and Deletion.** Transcripts generated through the Ambient Scribe Services shall be subject to retention and deletion protocols based on the functionality available within the Ambient Scribe Services and the retention period selected by Customer. Customer acknowledges and agrees that, subject to the selected retention settings and the functionality then available, such transcripts will be automatically and permanently deleted from the applicable systems upon the expiration of the configured retention period. Customer is solely responsible for ensuring that any transcripts required for Customer's data retention, compliance, or record keeping obligations are appropriately saved, exported, or otherwise backed up prior to the expiration of the applicable retention period.
5. **End User License Agreement.** Customer acknowledges and agrees that use of the Ambient Scribe Services is subject to the End User License Agreement attached hereto as Appendix A (the "EULA"), which shall apply to Customer and its Users. By electing to use or access the Ambient Scribe Services, Customer is deemed to have accepted, and to have caused its Users to accept, the terms of the EULA. Customer further acknowledges and agrees that the EULA is provided by Nable and that PointClickCare is not authorized to modify, amend, or negotiate the terms of the EULA.
6. **Data Use Authorization.** PointClickCare may be required to share the information in Customer's database protected health information (PHI), for the use of the Ambient Scribe Services, with Nable. Customer unconditionally consents to the transfer of PHI from its facility (or facilities) to PointClickCare, and receipt of PHI therefrom, as needed to support the Ambient Scribe Services; PointClickCare will not maintain any audit logs related to the Customer use of the Ambient Scribe Services. PointClickCare and/or its licensors collect and use Customer's Data, as defined below, to tune, enhance and improve the speech recognition and other components of the Ambient Scribe Services, and other associated services and products. In accepting the terms and conditions of the Addendum, Customer and its Users acknowledge, consent and agree that PointClickCare and/or its licensors may collect the Data as part of the Ambient Scribe Services and that such information shall only be used by PointClickCare and/or its licensors or third

parties acting under the direction of PointClickCare and/or its licensor, pursuant to confidentiality agreements, to tune, enhance and improve the speech recognition and other components of the Ambient Scribe Services, and other associated products and services. PointClickCare and/or its licensor may anonymize or de-identify the Data in accordance with 45 C.F.R. §164.514 (the latter for U.S. customers), or in any other manner such that there is no reasonable basis to believe that the speech Data could thereafter be used to identify an individual. PointClickCare and/or its licensors will not use the Data for any purpose except as set forth above as it relates to the Ambient Scribe Services. For the purposes of this Addendum “Data” means the audio files, associated transcriptions and log files provided by Customer and/or its Users hereunder or generated in connection with the Ambient Scribe Services. Any and all information from Customer or its Users will remain confidential and may be disclosed by PointClickCare and its licensors, if so required, to meet legal or regulatory requirements, such as under a court order or to a government institution if required or authorized by law, or in the event of a sale, merger or acquisition to another entity by PointClickCare or its licensors. For Data which has been de-identified or anonymized as provided above, PointClickCare and/or its licensor will be permitted to retain, use and disclose such de-identified or anonymized data during and after termination of the applicable contractual arrangement with PointClickCare, solely for the product improvement purposes set forth above, and subject to the provisions of applicable privacy agreement (such as HIPAA business associate agreement) and applicable law.

7. **Representations and Warranties.**

- i. Customer acknowledges that the Ambient Scribe Services are not error free. Furthermore, artificial intelligence, speech recognition, natural language processing, and medical fact extraction are statistical processes, and inaccuracies occur. Customer agrees that it is the sole responsibility of Customer and its Users to identify and correct any such inaccuracies and errors before using and/or relying on the content, results or output of the Ambient Scribe Services provided under this Addendum for any medical practice related purpose. In addition, content, results or output from the Ambient Scribe Services may be provided to Customer and its Users with recommendations for its consideration and evaluation in light of all other available information. Customer agrees that PointClickCare is not a health care provider and does not provide medical advice under any circumstances, and that Customer and its Users will be responsible for review, necessary revisions and approval of any and all content, results or output and for the consequences of any decisions made or actions taken or not taken based in whole or in part thereon.
- ii. PointClickCare shall not assume responsibility for: (i) any compromise, loss, delay, alteration, or interception of Customer’s Data during the transmission of any data across computer networks or telecommunication facilities (including but not limited to the internet) that are not owned or operated by PointClickCare; (ii) the reliability or performance of any hardware, connections, computer networks, or telecommunications facilities (including but not limited to the internet) that are not owned or operated by

PointClickCare; or (iii) the consent requirements described in Section 2 of this Addendum. The Ambient Scribe Services are provided on an “as is” basis, and PointClickCare makes no, and expressly disclaims to the fullest extent permitted by applicable law any and all warranties of any kind, whether express or implied, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, non-infringement and, with respect to accuracy of information transmitted using the Ambient Scribe Services (including with respect to the accuracy, manner of use, disclosure, integrity and loss thereof), and third party software and open source software and customer software (without regard in the case of each of the foregoing software to whether such software was recommended or incorporated into the Ambient Scribe Services).

8. **Indemnification.** PointClickCare assumes no responsibility for any of the foregoing, and Customer hereby indemnifies and fully releases PointClickCare and its affiliates, and their respective officers, agents and employees, from any losses, damages, expenses (including reasonable attorneys’ and expert fees) claims, actions or other liabilities for the wrongful death or personal injury of a third party directly or indirectly caused or arising out of any of the following and whether or not such claims are foreseeable as at the effective date hereof: (i) Customer and its User’s use or non-use of any Ambient Scribe Services, (ii) any content, results or output from any Ambient Scribe Services, including AI Features, (iii) the consent requirements described in Section 2 of this Addendum, and/or (iv) Customer and its User’s failure to identify and correct any inaccuracies and/or errors in the content, results or output of any Ambient Scribe Services (including AI Features) provided under this Addendum; and/or (v) any medical malpractice, or for other acts, errors, or omissions in the delivery of medical care or medical information, or that otherwise arise out of or are in any way connected with Customer’s or its affiliates’ access to or use of the Ambient Scribe Services (or any other PointClickCare service) or delivery of medical care. Use of the Ambient Scribe Services does not absolve Customer and its Users of their professional obligation to exercise independent medical judgment in rendering healthcare services to patients, and such obligation lies solely with Customer and its User’s.
9. **Intellectual Property and Trademarks.** Customer acknowledges any PointClickCare or third-party trademarks, trade names, product names and logos (the “**Trademarks**”) contained in or used within the Ambient Scribe Services (or any other PointClickCare service) are the trademarks or registered trademarks of their respective owners, and the use of such Trademarks shall inure to the benefit of the trademark owner. PointClickCare and Nabla (where applicable) retains all right, title, interest and ownership (including, without limitation, all intellectual property rights) in and to the Ambient Scribe Services.
10. **Severability.** If any provision of this Addendum is held by a court of competent jurisdiction to be contrary to law or invalid or unenforceable to any extent or in any context, the offending provision shall be modified by the court and interpreted so as to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of

this Addendum shall remain in effect and be severable and shall not be affected by any such determination of invalidity.

11. **No Waiver.** The failure of either party to require the performance of any item or obligation of this Addendum, or the waiver by either party of any breach of this Addendum, shall not act as a bar to subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
12. **Principles of Construction.** In the event of a conflict between the provisions of this Addendum and those of the underlying MSA, the provisions of this Addendum shall prevail. Except as expressly modified by this Addendum, all terms and conditions of the MSA shall remain in full force and effect. PointClickCare reserves the right to amend the terms of this Addendum for reasons related to legal, regulatory, technical, or operational requirements, upon providing sixty (60) days' prior notice to the Customer. Such notice may be delivered via posting within the service, in-product notifications, email notification or as otherwise permitted under the MSA. If the Customer does not consent to the amended terms or services, the Customer may terminate this Addendum, including its use of the Ambient Scribe Services, without liability or penalty, in accordance with the termination for convenience provisions of the MSA. Customer's continued access to, or use of, the Ambient Scribe Services after such notice period constitutes acceptance of such changes.
13. **No Construction Against Drafter.** Each party to this Addendum hereby acknowledges that it has been advised of its right to engage independent legal counsel of its own selection in connection with the review and execution of this Addendum. As such, no party hereto shall be considered to be the drafter of this Addendum or any paragraph or term hereof and no presumption shall apply to any party as the "drafter." Each party understands the advisability of seeking legal counsel and/or other professional advisors to review the Addendum, and has exercised its own judgment in this regard, and has relied on its own professional advisors when evaluating the propriety and legality of the Addendum and the Ambient Scribe Services provided.
14. **Headings.** The heading of any Section or subsection contained in this Addendum is for convenience only and shall not be deemed a part of this Addendum or a representation as to the contents of the same.

APPENDIX A - End User License Agreement

IMPORTANT NOTICE: This End User License Agreement (“EULA”) is a binding legal contract between you (either an individual or a legal entity) (“you”) and Nabla Technologies, Inc. (“Licensor”). By accessing or using the accompanying software application designed to work with the internet browser installed on your computer or your mobile phone (the “Software”) you will be bound by the terms of this EULA. If you do not agree to the terms of this EULA, Licensor is not willing to grant you any right to use or access the Software. In such an event, you may not access, use or copy the Software. This EULA shall apply only to the Software made available to you or your company. You represent that you are lawfully able to enter into contracts and are of the legal age of majority in the jurisdiction in which you reside (at least eighteen years of age in many countries). In addition, if this agreement is being agreed to by a company or other legal entity, then the person agreeing to this agreement on behalf of that company or entity represents and warrants that he or she is authorized and lawfully able to bind that company or entity to this agreement. You should save a copy of this agreement for your records.

1. Grant of License. During the term of this EULA, Licensor and its licensors grant you a revocable, perpetual, nontransferable, non-sublicensable, personal, nonexclusive license to use the object code version of the Software for your internal use only solely in connection with your associated hardware. The term “Software” will include any updates, bug fixes, and versions (collectively, “Enhancements”) that Licensor may, in its discretion, make available. The Software is licensed, not sold. Except for the limited license granted above, Licensor and its licensors retain all right, title and interest in the Software, all copies thereof, and all proprietary rights in the Software, including copyrights, patents, trademarks and trade secret rights.
2. Restrictions. The license granted to you in this EULA is restricted as follows:
 - Limitations on Copying and Distribution. You may not copy or distribute the Software except to the extent that copying is necessary to use the Software for purposes set forth herein. You may make a single copy of the Software for backup and archival purposes.
 - Limitations on Reverse Engineering and Modification. Except to the extent expressly permitted by applicable law and only after consultation with Licensor, you may not reverse engineer, decompile, disassemble, modify or create works derivative of the Software.
 - Sublicense, Rental and Third Party Use. You may not assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Software, or directly or indirectly permit any third party to use or copy the Software.
 - Proprietary Notices. You may not remove any proprietary notices (e.g., copyright and trademark notices) from the Software or any accompanying documentation. You must reproduce the copyright and all other proprietary notices displayed on the Software and documentation on each permitted back-up or archival copy.
 - Use in Accordance with Documentation. All use of the Software shall be in accordance with its then current documentation.

- Compliance with Applicable Law. You will be solely responsible for ensuring your use of the Software is in compliance with all applicable foreign, federal, state and local laws, rules and regulations.
3. Third Party Software. To the extent any software licensed from third parties, including open source software, (collectively, “Third Party Software”) is provided with or incorporated into the Software, you will comply with the terms and conditions of the applicable third party licenses associated with the Third Party Software, in addition to the terms and restrictions contained in this EULA. LICENSOR MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY SOFTWARE. ALL THIRD PARTY SOFTWARE IS PROVIDED "AS-IS," WITHOUT WARRANTIES OF ANY KIND. IN NO EVENT WILL LICENSOR BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE THIRD PARTY SOFTWARE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.
 4. Term and Termination. Unless provided otherwise in an accompanying order document, this EULA will commence on the earlier of the date you first access or use the Software (the “Effective Date”) and continue in effect until it is terminated (the “Term”) as provided in this Section. To the extent that your access to the Software is through your relationship with an organization that has purchased access to the Software, and such agreement terminates, this EULA will continue for the earlier of six (6) months or until the next renewal date of the agreement you signed with your organization (the “Transition Period”); provided that Licensor continues to receive timely payment for applicable fees from your organization. After the Transition Period, Licensor reserves the right to terminate your access without cause by providing thirty (30) days prior notice in accordance with this Section and/or directly offer you access to the Software at Licensor’s then current pricing through an agreement with you and the Licensor. Upon any termination or expiration of this EULA, the license granted in Section 1 will automatically terminate and you will have no further right to possess or use the Software. On Licensor’s request, you will provide Licensor with a signed written statement confirming that the Software has been permanently removed from your systems.
 5. No Medical Advice. The content of the Software, including without limitation, text, copy, audio, video, photographs, illustrations, graphics, and other visuals, is for informational purposes only and does not constitute professional medical advice, diagnosis, treatment, or recommendations of any kind. You should always seek the advice of a health care professional with any questions or concerns you may have regarding any patient needs and medical conditions. Licensor does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be included in or offered with the Software. Reliance on any information appearing on the Software, whether provided by Licensor or others, is solely at your own risk.
 6. Limited Warranty; Disclaimer. Licensor warrants that for a period of thirty (30) days from delivery initial delivery to you, the Software will operate in substantial conformity with its then current generally available documentation. Licensor shall not be liable for failures caused by

third party hardware and software (including your own systems), misuse of the Software, or your negligence or willful misconduct. EXCEPT AS PROVIDED IN THIS SECTION, THE SOFTWARE IS PROVIDED ON AN “AS AVAILABLE,” “AS IS” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR AND ITS SUPPLIERS AND VENDORS DISCLAIM ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR ANY OF ITS PERSONNEL OR AGENTS SHALL CREATE ANY ADDITIONAL LICENSOR WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF LICENSOR’S OBLIGATIONS HEREUNDER.

7. Indemnities. Licensor will indemnify, defend, and hold you harmless from any claim, demand, action, proceeding, judgment, or liability arising out of a claim by a third-party that your use of the Software in conformance with the terms of this EULA infringes a United States patent, copyright, or trade secret of that third party. The foregoing indemnification obligation of Licensor is contingent upon you promptly notifying Licensor in writing of such claim, permitting Licensor sole authority to control the defense or settlement of such claim, and providing Licensor reasonable assistance in connection therewith. If a claim of infringement under this Section occurs, or if Licensor determines a claim is likely to occur, Licensor will have the right, in its sole discretion, to either: (i) procure for you the right or license to continue to use the Software free of the infringement claim; or (ii) modify the Software to make it non-infringing, without loss of material functionality. If either of these remedies is not reasonably available to Licensor, Licensor may, in its sole discretion, immediately terminate this EULA and return the license fees paid by you for the Software, prorated over three years from the date of initial delivery. Notwithstanding the foregoing, Licensor shall have no obligation with respect to any claim of infringement to the extent that it is based upon or arises out of any software not provided by Licensor, including any Third Party Software. The provisions of this Section state the sole and exclusive obligations and liability of Licensor and its licensors and suppliers for any claim of intellectual property infringement arising out of or relating to the Software and/or this EULA and are in lieu of any implied warranties of non-infringement, all of which are expressly disclaimed. You will indemnify, defend, and hold Licensor harmless from any claim, demand, action, proceeding, judgment, or liability from a third-party claim arising out of an Excluded Claim. Licensor must promptly notify you in writing of any such claim, permit you sole authority to control the defense or settlement of the claim, and provide you reasonable assistance in connection therewith.
8. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LICENSOR OR ITS LICENSORS, SUPPLIERS, AND VENDORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES, WHICH SHALL INCLUDE, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOST

DATA AND BUSINESS INTERRUPTION, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR ANY SUPPORT SERVICES OR OTHER SERVICES, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF LICENSOR AND ITS LICENSORS, SUPPLIERS, AND VENDORS UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL BE LIMITED TO FEES PAID BY YOU, IF ANY, DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY.

9. Confidentiality. The parties agree to hold each other's Confidential Information in strict confidence and not to make each other's Confidential Information available in any form to any third party (other than their authorized agents) or to use each other's Confidential Information for any purpose other than as specified in this EULA. Each party agrees to take all reasonable steps to ensure that Confidential Information of the other party is not disclosed or distributed by its employees, agents, or consultants in violation of the provisions of this EULA. "Confidential Information" shall mean, with respect to a party hereto, all information or material which (i) gives that party some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of that party; or (ii) from all the relevant circumstances should reasonably be assumed to be confidential. Licensor's Confidential Information includes, but is not limited to, the Software and all related documentation. Each party's Confidential Information shall remain the sole and exclusive property of that party. Neither party shall have any obligation with respect to confidential information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party; or (iii) is independently developed by the receiving party. You may not use any Confidential Information or data disclosed by Licensor in connection with this EULA to contest the validity of any Licensor intellectual property, including the Software. Any such use of Licensor's Confidential Information and data shall constitute a material, non-curable breach of this EULA.
10. Feedback. You may provide suggestions, comments, or other feedback (collectively, "Feedback") to Licensor with respect to its products and services, including the Software. Feedback is voluntary and Licensor is not required to hold it in confidence. Licensor may use Feedback for any purpose without obligation of any kind. To the extent a license is required under your intellectual property rights to make use of the Feedback, you grant Licensor an irrevocable, non-exclusive, perpetual, world-wide, royalty-free license to use the Feedback in connection with Licensor's business, including enhancement of the Software, and the provision of products and services to Licensor's customers.
11. Governing Law. This EULA is governed by and construed in accordance with the laws of the State of Delaware. Any action or proceeding brought by either party hereto shall be brought only in a state or federal court of competent jurisdiction located in Dover, Delaware and the parties submit to the jurisdiction of such courts for purposes of any action or proceeding.

12. General. Solely as it relates to the Software, this EULA constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated in this EULA and supersedes all prior or contemporaneous oral or written communications with respect to the subject matter of this EULA, all of which are merged in this EULA. Licensor reserves the right to amend or revise this EULA from time to time, in Licensor's sole discretion. In the event that any provision of this EULA is found invalid or unenforceable pursuant to judicial decree, the remainder of this EULA shall remain valid and enforceable according to its terms. Any failure by Licensor to strictly enforce any provision of this EULA will not operate as a waiver of that provision or any subsequent breach of that provision. The following provisions shall survive any termination or expiration of this EULA: Sections 2 (Restrictions), 4 (Term and Termination), 8 (Limitation of Liability), 9 (Confidentiality), 10 (Feedback), 11 (Governing Law), 12 (General), and 14 (U.S. Government Rights). Licensor may assign any of its rights or obligations hereunder as it deems appropriate. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT.
13. Export. You may not export, directly or indirectly, the Software to any country for which the United States requires any export license or other governmental approval without first obtaining such license or approval. It shall be your responsibility to comply with such export laws, rules and regulations. You will defend, indemnify, and hold harmless Licensor from and against any and all damages, fines, penalties, assessments, liabilities, costs and expenses (including attorneys' fees and expenses) arising out of any claim the Software was exported or otherwise shipped or transported in violation of applicable laws, rules and regulations.
14. U.S. Government Rights. The Software is commercial computer software as described in DFARS 252.227-7014(a)(1) and FAR 2.101. If acquired by or on behalf of any the Department of Defense or any component thereof, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this EULA as specified in DFARS 227.7202-3, Rights in Commercial Computer Software or Commercial Computer Software Documentation. If acquired by or on behalf of any civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this EULA as specified in FAR 12.212, Computer Software.
15. Electronic Acceptance. This EULA may be accepted in electronic form (e.g., by an electronic or other means of demonstrating assent, including through your continued use of the Software) and your acceptance will be deemed binding between the parties. Neither party may contest the validity or enforceability of this EULA, including under any applicable statute of frauds, because it was accepted or signed in electronic form. Electronically maintained records when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.