

Terms and Conditions

These Terms and Conditions (the “Terms and Conditions” or this “Agreement”) constitute a legal agreement between Lokahi Therapeutics, Inc. (“Lokahi”, “Company”, or “We”) and you, the user of the Software Services (as defined below) (“Customer” or “You”).

LOKAHI IS WILLING TO LICENSE THE QARE MOBILE APPLICATION (AS UPDATED FROM TIME TO TIME, THE “APP”) AND ALLOW YOU TO ACCESS AND USE THE SOFTWARE AS A SERVICE OFFERING PROVIDED THROUGH THE APP AND ANY APPLICABLE LOKAHI WEBSITES, AS APPLICABLE (COLLECTIVELY WITH THE APP, THE “SOFTWARE SERVICES”) ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THESE TERMS AND CONDITIONS. PLEASE READ THEM CAREFULLY. YOU MUST AGREE TO ALL OF THE PROVISIONS IN THESE TERMS AND CONDITIONS IN ORDER TO USE THE SOFTWARE SERVICES. IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, DO NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE SERVICES.

IMPORTANT: THESE TERMS AND CONDITIONS CONTAIN A MANDATORY ARBITRATION PROVISION AND CLASS ACTION WAIVER THAT, AS FURTHER SET FORTH IN SECTION 9 BELOW, REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. THIS MEANS THAT CUSTOMER IS GIVING UP THE RIGHT TO SUE IN COURT OR IN CLASS ACTIONS OF ANY KIND.

1. Software Access.

a. License; Access Rights. Subject to these Terms and Conditions, Lokahi grants Customer (i) a nonexclusive, nontransferable, non-sublicensable, limited license to install and use one copy of the App and (ii) a nonexclusive, nontransferable, non-sublicensable, limited right to access and use the Software Services as they are made available by Lokahi from time to time, in each case solely during the term of this Agreement and solely for the Licensed Purpose and otherwise in accordance with all applicable Documentation (each as defined below). Nothing in this Agreement will be deemed to grant to Customer any right to view a copy of the source code underlying any Software Services. For purposes of this Agreement, “Documentation” means the textual or graphical materials provided by Lokahi to Customer in writing that describe the features, functions, and use of the Software Services, as updated from time to time by Lokahi. “Licensed Purpose” means personal, non-commercial purposes only. YOU MAY NOT USE THE SOFTWARE SERVICES FOR ANY COMMERCIAL PURPOSE WHATSOEVER.

b. Registration. In order to gain access to the Software Services, You must register with Lokahi by submitting all information requested by Lokahi (the “Registration Information”). You represent that all information You provide to Lokahi is true, accurate, complete, and current and that You will promptly update the Registration Information as necessary. You hereby represent and warrant that you have the right and authority to agree to these Terms and Conditions and that these Terms and Conditions constitute valid and binding obligations of You. To complete the Registration Process, you must be at least 18 years old. You represent and warrant that you have the legal ability (capacity) to enter into a binding contract and are at least 18 years old.

2. Customer Obligations.

a. Customer is responsible for procuring and operating all computer systems, software, and telecommunications services required to meet the minimum technical specifications, as provided by Company from time to time, to access and use the Software Services. Customer will safeguard the Software Services and any other devices, computers, and networks used to access the Software Services, and Customer will safeguard all login information, passwords, identity and security protocols, and policies through which Customer accesses and uses the Software Services (“Access Credentials”). Customer agrees to: (1) keep the Access Credentials secure and confidential and not provide the Access Credentials to anyone else; and (2) not allow any other individual to use the Access Credentials. Customer will notify Company immediately (within 48 hours) if Customer learns of any unauthorized use of any Access Credentials or any other known or suspected breach of security relevant to the Software Services. Company reserves the right, in its sole discretion and without liability to Customer, to take any action Company deems necessary or reasonable to ensure the security of the Software Services.

b. Customer will not (a) transmit, display, broadcast, or otherwise make the Software Services available to anyone; (b) commercially exploit, sell, resell, license, sublicense, rent, lease, or distribute the Software Services or include the Software Services or any derivative works thereof in a service bureau or outsourcing offering; (c) copy, photograph, or otherwise reproduce any part of the Software Services or modify or make derivative works based upon the Software Services; (d) create internet “links” to the Software Services or “frame” or “mirror” any portion of the Software Services on any other website, software application, server, or device; (e) use or access the Software Services for purposes of monitoring its performance, or functionality, or for any other benchmarking or competitive purposes, including without limitation to create any competing product or service; (f) remove or obscure any proprietary or other notices contained within the Software Services or on any materials provided by or through the Software Services, including any reports or data printed or downloaded from the Software Services; (g) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code underlying Software Services, reverse engineer any output of the Software Services, or otherwise attempt to discover or recreate any method of service or algorithm of the Software Services; (h) use the Software Services, any Lokahi Content (as defined below), or any other data derived therefrom to develop, train, fine-tune, validate, or improve any artificial intelligence, machine learning, deep learning, or other algorithmic, statistical, or inference-based model or system; (i) interfere with or disrupt the integrity or performance of the Software Services or the data contained therein or disrupt any servers or networks controlled by Company; (j) disable or circumvent any security measures used by the Software Services or otherwise attempt to gain unauthorized access to any portion or feature of the Software Services; or (k) utilize the Software Services outside the scope of the Licensed Purpose or other than in accordance with the Documentation. All limitations and restrictions in this Agreement regarding the Software Services also apply to the Documentation made available to Customer. Customer will promptly notify Company if Customer becomes aware or reasonably suspects that the Software Services are being used for any illegal or unauthorized purpose.

c. Customer shall use the Software Services in a manner that complies with all laws and regulations that are applicable to Customer, including laws related to privacy, personal data, and data protection.

d. Lokahi may suspend or revoke Customer’s right to access and use the Software Services if Lokahi reasonably determines that Customer has violated any term of this Agreement or for any other reason, in Lokahi’s sole discretion.

3. Content and Data.

a. Lokahi may provide information, data, output, and other content on or through the Software Services, which may from time to time include, feature, or link-to information, data, and other content or websites from third parties (“Third Party Content” and collectively, the “Lokahi Content”). For the avoidance of doubt, Lokahi does not approve or endorse, is not responsible or liable for, and makes no representations as to any Third Party Content or third parties, products, or services. Lokahi shall have no liability whatsoever in connection with any Third Party Content. Use of any third party website shall be governed by terms of use or other applicable legal conditions of such website.

b. The Software Services may include functionality that allows Customer to input or upload certain data or information, including text, writing, and any other types of content (“Customer Data”). Lokahi’s collection and use of Customer’s personal information, and of any data or Software Analytics (as defined below) relating to Customer’s use of the Software Services, is governed by Lokahi’s Privacy Policy, as it may be updated from time to time in Lokahi’s sole discretion. A current copy of Lokahi’s Privacy Policy can be accessed here: [_____].

c. Customer represents and warrants that the Customer Data will not include any content or other data that: (a) is defamatory, libelous, abusive, obscene, pornographic, or harmful; (b) is unlawful, tortious, or fraudulent; (c) has been obtained in violation of Customer’s privacy policies or equivalent terms or that includes information or data of any type (including photos or videos) from or of a person to which such person has not consented; (d) includes information protected under any law, agreement, or fiduciary relationship, including but not limited to, proprietary or confidential information of others, without all necessary authorizations, permissions, and consents; (e) infringes, misappropriates, breaches, or violates the intellectual property, privacy, or publicity rights of any person or entity; or (f) contains any viruses, Trojan horses, spyware, malware, ransomware, worms, time bombs, cancelbots, or other disabling or harmful computer code, file, script, agent, or program. Company has no obligation to monitor the Customer Data;

provided, however, that Company reserves the right to monitor Customer Data and further reserves the

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rights to remove or refuse to accept, transmit, store, or display any Customer Data if such Customer Data, in Company's sole discretion, violates or would violate any term of this Agreement.

d. Customer hereby grants to Lokahi a non-exclusive, royalty-free license to access, copy, create derivative works of, and otherwise use the Customer Data as necessary to provide any services, including without limitation for troubleshooting purposes; to develop, train, fine-tune, validate, or improve any artificial intelligence, machine learning, deep learning, or other algorithmic, statistical, or inference-based model or system; to compile de identified, aggregated data ("Aggregated Data") that Lokahi may use for any lawful purpose; and to sublicense Customer Data to third party providers for those purposes. Customer represents, warrants, and covenants that it has and will have throughout the term of this Agreement all rights necessary to provide Lokahi with the Customer Data and the license set forth above.

4. Intellectual Property; Confidentiality.

a. As between Lokahi and Customer, Lokahi exclusively owns and shall retain all right, title, and interest in and to the App and other Software Services, including without limitation all software, technology, and intellectual property rights related thereto, the Software Analytics (as defined below), Aggregated Data, all descriptions and documentation related to the Software Services, and the Lokahi Content and any information, data, or other content provided by Lokahi, as well as all improvements, modifications, derivative works, and innovations made to each of the foregoing and all intellectual property rights in each of the foregoing.

b. Except for the limited license and access rights expressly granted herein, all rights in and to all of the foregoing are reserved by Lokahi. This Agreement does not convey to Customer any rights of ownership or other intellectual property right in, to, or under the Software Services. Lokahi shall own all intellectual property rights related to any feedback, comments, or suggestions Customer provides to Lokahi with respect to the Software Services or any services of Lokahi, and Customer hereby assigns all such intellectual property rights to Lokahi. As used herein, "Software Analytics" means information, data, statistics, metadata, inferences, interrelationships, and/or associations generated by or from the Software Services, or regarding Customer's use of the Software Services, including without limitation performance metrics. Company may create, collect, use, and disclose Software Analytics for product improvement and other Company business purposes. Software Analytics will not identify Customer as the source of the information.

c. The Lokahi Content and any features or functionality of the App and other Software Services that Lokahi has not publicly disclosed are confidential. Customer agrees to hold such confidential information in trust using a reasonable degree of care and to not publish or publicly report any such confidential information without the express written consent of Lokahi.

5. Disclaimers of Warranties.

a. THE LOKAHI CONTENT, THE APP AND OTHER SOFTWARE SERVICES, AND THE DOCUMENTATION ARE PROVIDED HEREUNDER ON AN "AS-IS" BASIS, AND EXCEPT AS EXPRESSLY SET FORTH HEREIN, LOKAHI DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, AND OTHERWISE, WITH RESPECT THERETO AND MAKES NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY: (1) OF MERCHANTABILITY; (2) OF FITNESS FOR A PARTICULAR PURPOSE; (3) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; (4) OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS; AND (5) TITLE. WITHOUT LIMITING THE FOREGOING, LOKAHI: (A) DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SERVICES OR LOKAHI CONTENT WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT ANY DEFECTS WILL BE CORRECTED AND (B) DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OR RESULTS FROM THE SOFTWARE SERVICES, INCLUDING ANY LOKAHI CONTENT, INCLUDING WITH RESPECT TO ACCURACY, QUALITY, RELIABILITY, CORRECTNESS, TIMELINESS, COMPLETENESS, AVAILABILITY, OR OTHERWISE.

b. THE LOKAHI CONTENT AND THE SOFTWARE SERVICES ARE PROVIDED FOR INFORMATIONAL AND PERSONAL WELLNESS PURPOSES ONLY AND DO NOT CONSTITUTE

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MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. NOTHING IN THE LOKAHI CONTENT OR THE SOFTWARE SERVICES SHOULD BE CONSTRUED AS MEDICAL ADVICE OR AS A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. CUSTOMER SHOULD ALWAYS SEEK THE ADVICE OF A QUALIFIED PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER WITH ANY QUESTIONS CUSTOMER MAY HAVE REGARDING THE USE OF ANY AND ALL PRESCRIPTION DRUGS, MEDICAL CONDITIONS OR POTENTIAL MEDICAL CONDITIONS, PERCEIVED SIDE EFFECTS, AND OTHER HEALTH-RELATED ISSUES. CUSTOMER SHOULD NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF ANYTHING CUSTOMER HAS READ OR RECEIVED THROUGH THE SOFTWARE SERVICES OR THE LOKAHI CONTENT. CUSTOMER SHOULD ALWAYS CONSULT AND FOLLOW THE INSTRUCTIONS OF CUSTOMER'S DOCTORS AND QUALIFIED MEDICAL PROFESSIONALS IN CONNECTION WITH ANY HEALTH OR MEDICAL MATTER. LOKAHI DOES NOT RECOMMEND OR ENDORSE ANY SPECIFIC TESTS, PHYSICIANS, PRODUCTS, PROCEDURES, OPINIONS, OR OTHER INFORMATION THAT MAY BE MENTIONED IN THE LOKAHI CONTENT OR THE SOFTWARE SERVICES.

6. Indemnification.

a. Customer shall indemnify, defend and hold harmless Lokahi, its directors, officers, employees, and agents, and its licensors and suppliers from and against any and all losses, damages, liabilities, fines, reasonable attorneys' fees, court costs, and expenses (collectively "Losses"), arising from any third-party claims, actions, proceedings, investigations, or litigation (any of which a "Third Party Claim") arising from (a) Customer's access to or use of the Software Services or any Lokahi Content, except to the extent arising from Company's material breach of this Agreement, failure to comply with any applicable law, or infringement or violation of any third party's intellectual property rights; or (b) Customer's breach or failure to comply with this Agreement or any applicable law or regulation.

7. Limitations of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES THAT LOKAHI SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LIABILITIES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, NETWORK DOWNTIME, LOST PROFITS OR LOSS OF DATA) ARISING FROM OR RELATING IN ANY WAY TO THE SOFTWARE SERVICES, SERVICES, LOKAHI'S PRIVACY POLICY OR THIS AGREEMENT EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL THE TOTAL MAXIMUM LIABILITY OF LOKAHI FOR ALL LOSSES, COSTS, LIABILITIES OR DAMAGES TO THE CUSTOMER FOR ANY AND ALL CAUSES OF ACTION WHATSOEVER HEREUNDER, AND REGARDLESS OF THE FORM OF ACTION, EXCEED, ONE DOLLAR (\$1) IN THE AGGREGATE. LOKAHI IS NOT RESPONSIBLE FOR ANY LOSSES, COSTS, LIABILITIES, OR DAMAGES ARISING OUT OF OR RELATING TO CUSTOMER'S USE OF THE SOFTWARE SERVICES. IN ADDITION, IN NO EVENT SHALL LOKAHI HAVE ANY LIABILITY FOR ANY CLAIM MADE MORE THAN ONE YEAR AFTER THE TERMINATION OF THIS AGREEMENT.

8. Termination.

a. Either party may terminate this Agreement at any time. Upon the termination of this Agreement: (a) all licenses and rights granted to Customer shall terminate; and (b) Customer shall immediately cease using and destroy all copies of the App and Software Services in Customer's possession, custody, or control. The terms of Sections 4 (Intellectual Property; Confidentiality), 5 (Disclaimers of Warranties), 6 (Indemnification), 7 (Limitations of Liability), 8 (Termination), 9 (Governing Law, Arbitration, and Class Action Waiver), and 10 (Miscellaneous) shall survive the termination of this Agreement.

9. Governing Law, Arbitration, and CLASS ACTION WAIVER.

a. The Terms and Conditions shall be governed and construed in accordance with the laws of the United States and the State of Delaware, without giving effect to conflicts-of-law principles thereof. The

United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms and Conditions.

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b. This arbitration provision provides for binding arbitration of all Claims by either You or Us against the other if either You or We choose to refer the Claim to arbitration. A "Claim" covered by this provision is any claim, dispute or controversy by either You or Us against the other, arising from or relating in any way to these Terms and Conditions, Lokahi's privacy policy, or the Software Services, our relationship, data collected, accessed, or generated through or in connection with the Software Services and the use, disclosure, and other processing of such data, or products or services provided by Us or a third party in connection with these Terms and Conditions, including (without limitation) claims, disputes, or controversies based on contract, tort (including intentional torts), fraud, agency, negligence, statutory or regulatory provisions or any other source of law and (except as otherwise specifically provided in these Terms and Conditions). All issues shall be for the arbitrator to decide except issues related to the scope, enforceability, interpretation, or formation of this arbitration agreement, which shall be for the court to decide.

c. In arbitration, a neutral arbitrator-not a judge or a jury-decides whether to award relief. Procedures are also simpler in arbitration than in court. For example, discovery is more limited. Review of the arbitrator's decision by appeal is also limited (as described below in this arbitration provision). You and We agree that all Claims must be arbitrated on an individual basis between You and us, and not on a class, representative, or any other kind of collective basis. As a result, class actions and other representative or collective basis proceedings are not available for resolution of Claims. Apart from Claims arising from You, no claims may be joined together in the arbitration. The arbitrator shall not have any authority to entertain a claim, or to award any relief, on behalf of or against anyone other than a named party to the arbitration proceeding.

d. TO BE CLEAR, ARBITRATION WITH RESPECT TO A CLAIM IS BINDING AND NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT. IN ARBITRATION YOU AND WE WILL NOT HAVE THE RIGHTS THAT ARE PROVIDED IN COURT INCLUDING THE RIGHT TO A TRIAL BY JUDGE OR JURY AND THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN PROCEEDINGS BROUGHT BY OTHERS SUCH AS CLASS ACTIONS OR SIMILAR PROCEEDINGS. IN ADDITION, THE RIGHT TO DISCOVERY AND THE RIGHT TO APPEAL ARE ALSO LIMITED OR ELIMINATED BY ARBITRATION. ALL OF THESE RIGHTS ARE WAIVED AND ALL CLAIMS MUST BE RESOLVED THROUGH ARBITRATION.

e. If any Claim is advanced in a court, arbitration may be elected under this provision instead, and the right to elect arbitration shall not be deemed to have been waived if the election is made at any time before commencement of trial. Notwithstanding the above, You and We both agree that neither of Us waive or limit our rights to (a) bring an individual action in a U.S. small claims court, (b) bring an individual action that relates to intellectual property rights, or (c) bring an individual action seeking only temporary or preliminary individualized injunctive relief in a court of law, pending a final ruling from the arbitrator.

f. The arbitration shall be administered by the American Arbitration Association (the "Administrator"). The Administrator provides information about arbitration, its arbitration rules and procedures, fee schedule and claims forms at its web site or by mail as set forth above. The arbitration hearing may be conducted in person, by telephone, or based on documents, as appropriate. The Administrator will apply the rules and procedures in effect and applicable to the claim at the time the arbitration is filed. The Claim will be heard before a single arbitrator. The arbitration will not be consolidated with any other arbitration proceedings. The Administrator shall resolve each dispute in accordance with applicable law.

g. If You commence arbitration, You must provide Us the notice required by the Administrator's rules and procedures. The notice may be sent to Us as set forth below. If We commence arbitration, We will provide You notice as set forth below or otherwise at Your last known address. Any in-person arbitration hearing at which You appear will take place at a location within the federal judicial district that includes Your address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. No class actions, joinder or consolidation of any Claim with a Claim of any other person or entity shall be allowable

in arbitration, without the written consent of both You and us. In the event that there is a dispute about whether limiting arbitration of the parties' dispute to non-class proceedings is enforceable under applicable law, then that question shall be resolved by litigation in a court rather than by the arbitrator; and to the extent it is determined that resolution of a Claim shall proceed on a class basis, it shall so proceed in a court of competent jurisdiction rather than in arbitration.

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h. A party can appeal an arbitrator's award pursuant to the AAA's Optional Appellate Arbitration Rules ("Appellate Rules") within 30 days of the date of the issuance of the arbitrator's award. As specified in the Appellate Rules, a party may appeal on the grounds that the arbitrator's award is based on an error of law that is material and prejudicial; or that the award is based on determinations of fact that are clearly erroneous. As further specified in the Appellate Rules, the decision by the appellate tribunal shall become the final award for purposes of judicial enforcement proceedings. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction. Judgment upon any arbitration award may be entered in any court having jurisdiction. We will pay, or reimburse You for, all fees or costs to the extent required by law or the rules of the arbitration Administrator. Whether or not required by law or such rules, if You prevail at arbitration on any Claim against us, We will reimburse You for any fees paid to the Administrator in connection with the arbitration proceedings. Under no circumstances will We seek from You payment or reimbursement of any fees that We incur in connection with arbitration. If You are required to advance any fees or costs to the arbitration Administrator, but You ask Us to do so in Your stead, We will consider and respond to Your request.

i. This arbitration agreement applies to all Claims now in existence or that may arise in the future, and it survives the assignment or termination of these Terms and Conditions and Your Account. Nothing in these Terms and Conditions shall be construed to prevent any party's use of (or advancement of any claims, defenses, or offsets in) bankruptcy or repossession, replevin, judicial foreclosure or any other prejudgment or provisional remedy relating to any collateral, security or property interests for contractual debts now or hereafter owed by either party to the other under these Terms and Conditions.

j. For any Claim for which arbitration is not available, either as set forth above or as a result of this arbitration provision being held unenforceable under applicable law as to a particular Claim brought by one party against the other, then legal proceedings involving only that Claim may be instituted solely in the state and federal courts located in Delaware. For all purposes of these Terms and Conditions, all parties hereby irrevocably consent to the jurisdiction of such courts over their person and waive any defense based on improper or inconvenient venue or lack of personal jurisdiction.

10. Miscellaneous.

a. Independent Contractor. Lokahi provides the Software Services as an independent contractor, and nothing contained in this Agreement shall be construed to create or imply a joint venture, partnership, principal-agent, or employment relationship between the Parties or between Customer and Lokahi or its employees, and neither Lokahi nor any of its employees, shall, in any sense, be considered employees or agents of Customer. No employee of Lokahi shall be eligible or entitled to any benefits, perquisites or privileges given or extended to Customer.

b. Assignment. Customer may not assign this Agreement.

c. Publicity. Customer hereby consents to Lokahi's use of Customer's name, trademarks, and logo on Lokahi's website and in other advertising and promotion materials, including press releases, together with a statement of Customer's status as a Customer of Lokahi and a general description of the services provided hereunder. Customer agrees to provide a statement to be used in a press release on Lokahi's website.

d. Notice. Any notices or consents pursuant to this Agreement shall be in writing and shall be sent to Customer at Customer's address set forth in the Registration Information and to Lokahi at 3500 South DuPont Highway, Suite GT-101, Dover, DE 19901, United States of America, Attn: CEO, with a copy to contracts@pumas.ai, or at such other address as shall be provided by a party to the other party in writing from time to time. Such notices, consents or other communications shall be deemed to have been duly

given and received (i) on the day of delivery if sent by personal delivery, (ii) on the day of delivery if sent by FedEx or other similar express overnight delivery service with confirmation of receipt, or (iii) when delivered, if sent by registered or certified mail (return receipt requested).

e. Governing Law; Disputes. This Agreement shall be governed by the laws of the State of Delaware, USA, without reference to any conflict of laws principles that would require the application of the laws of any other jurisdiction, and shall be binding upon the parties hereto. All disputes with respect to this Agreement shall be brought and heard either in the state or federal courts located in Delaware. The parties to this Agreement each consent to the in personam jurisdiction and venue of such courts. The parties agree that service of process upon them in any such action

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may be made if delivered in person, by courier service, by telegram, by telefacsimile or by first class mail, and shall be deemed effectively given upon receipt.

f. Entire Agreement. This Agreement sets forth the entire agreement between Customer and Lokahi pertaining to the subject matter described herein and supersedes in its entirety any and all written or oral agreements previously existing between the parties with respect to such subject matter. Customer acknowledges and agrees that it has not entered into this Agreement based on any promise or understanding that is not set forth in this Agreement, including with respect to any anticipated features or functionality of any service that may be implemented in the future.

g. Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be revised to the extent necessary to cure the invalidity or unenforceability, and the remainder of this Agreement shall continue in full force and effect. In the event of any conflict between any provision of this Agreement and any applicable law, the provision or provisions of this Agreement affected shall be modified to remove such conflict and permit compliance with such law and as so modified this Agreement shall continue in full force and effect.

h. Amendment. Lokahi may update this Agreement at any time in its sole discretion.

i. No Waiver. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver of such provision or the right of such party to enforce such provision and every other provision.

j. No Third-Party Beneficiaries. Except as expressly provided in this Agreement, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

k. Force Majeure. Neither party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement, other than Customer's payment obligations, where and to the extent that such failure or delay results from causes outside the reasonable control of such party. Such causes shall include, without limitation, Acts of God or of a public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, catastrophic weather events, terrorist acts, epidemics, quarantine restrictions, civil commotions, denial of service attacks, computer hacking and utility or telecommunications failures.

[End Terms and Conditions]

Other Legal Documents

[Privacy Policy](#)

[Consent](#)

[Health Data Notice](#)

