

INSCORA TERMS OF USE

Last updated: 21/04/2026

The following terms of use (“**Terms of Use**”) form an agreement between Inscora Inc. (“**Inscora**”, “**us**”, “**we**”, “**our**”) and you. These Terms of Use govern your access to and use of (a) Inscora’s cyber risks insights platform developed by Inscora cyber experts (the “**Inscora Platform**”); (b) our website including any content, functionality, offered on or through <https://inscora.com> (the “**Website**”); (c) any text, data, information, reports, documents, and other materials or content (collectively, the “**Content**”) contained on or provided through (a) and (b); and (d) all other Content, products or services provided by us to you through the Website or the Inscora Platform, and any other Content, including documentation, made available by us to you (collectively, the “**Inscora Solution**”). The term “**you**” or “**User**” refers to the person or entity browsing, installing, downloading, accessing or otherwise using the Inscora Solution (“**use**” or “**using**” in these Terms of Use will mean any of the foregoing).

You understand that you are being permitted to use the Inscora Solution because you are an existing or prospective client of an insurance provider or an insurance brokerage firm or agency (collectively, a “**Company**”) and such Company has entered into an agreement with Inscora (the “**SaaS Agreement**”) to access and use the Inscora Solution and to make the Inscora Solution available to you. Your use of the Inscora Solution is also subject to any applicable supplemental terms and conditions entered into with Company (“**Company terms**”).

BY CLICKING ON THE “ACCEPT” OR “YES” BUTTON IN RESPONSE TO THE ENQUIRY AS TO ACCEPTANCE OF THESE TERMS OF USE (THE “TERMS OF USE”), OR BY LOGGING IN AND ACCESSING THE INSCORA PLATFORM, YOU:

A. REPRESENT AND WARRANT THAT:

- I. YOU HAVE THE CAPACITY TO ENTER INTO BINDING OBLIGATIONS; AND**
- II. IF YOU ARE USING THE INSCORA SOLUTION (OR ANY PART THEREOF) ON BEHALF OF ANOTHER PERSON, YOU HAVE THE AUTHORITY TO BIND SUCH PERSON TO THESE TERMS OF USE;**

B. AGREE TO BE BOUND BY AND COMPLY WITH THESE TERMS OF USE AS UPDATED FROM TIME TO TIME IN ACCORDANCE WITH SECTION 1.

IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MUST NOT ACCESS OR USE THE INSCORA SOLUTION.

1. CHANGES TO THESE TERMS OF USE; FEES.

- (a) Except where prohibited by applicable laws, we reserve the right, in our sole discretion, to change any element of these Terms of Use at any time. When we change these Terms of Use, we will: (i) place a notice on the Inscora Platform and may send you an email or notify you by some other means as required by applicable law; (ii) post a new version to the Inscora Platform; and (iii) update the “**Last Updated**” date at the top of these Terms of Use. We may require you to provide consent to the updated Terms of Use in a specified manner before further use of the Inscora Solution is permitted. If you do not

agree to any change(s) after receiving a notice of such change(s), you will stop using the Inscora Solution. Otherwise, your continued access to or use of the Inscora Solution after any changes to these Terms of Use indicates your acceptance of such changes.

- (b) Company will be responsible for paying to Inscora all applicable fees. You acknowledge and agree that this fee arrangement is made in consideration of the mutual covenants set forth in these Terms of Use and the SaaS Agreement.

2. CONTACT

If you have any questions or comments regarding these Terms of Use, please contact us at support@inscora.com. Please do not contact Inscora if you have any questions about insurance services, insurance policies or insurance coverage and direct all such questions to the Company.

3. USER ACCOUNT; ACCESS AND PERMITTED USE

- (a) **Conditions of Access and Use.** To access and use the Inscora Solution, you must register for a user account (the “**Account**”). To do so, you shall provide Inscora with all information required for the creation of the Account, including any information that may be required by Inscora or its third-party service providers to conduct identity verification procedures. It is a condition of your access and use of the Inscora Solution that all information you provide is correct, current and complete information about you and promptly update all information in your Account to ensure that your Account is correct, current and complete at all times. You understand and agree that your Account is personal to you and you agree not to provide any other person with access to the Inscora Solution or portions of it using your username, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You are responsible for any password misuse or any unauthorized access. We reserve the right at any time and from time to time, to disable or terminate your Account, any username, password or other identifier, whether chosen by you or provided by us, in our discretion, including for any violation of any provision of these Terms of Use.
- (b) **Access; Permitted Use.** Subject to your acceptance of these Terms of Use, Inscora grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable right and license (where applicable) to access and use the Inscora Solution for your internal business purposes; and more specifically for the purpose of analyzing, discussing and purchasing cybersecurity insurance coverage for your business as per these Terms of Use and subject to all conditions and limitations set forth herein.
- (c) **Suspension of Access; Scheduled Downtime; Modifications.** Inscora may from time to time and in its discretion, without limiting any of its other rights or remedies at law or in equity, under these Terms of Use:
 - (i) suspend your access to or use of the Inscora Solution or any component of it:
 - A. for scheduled maintenance;

- B. due to a force majeure event;
 - C. if Inscora believes in good faith that you have violated any provision of these Terms of Use;
 - D. to address any emergency security concerns;
 - E. if required to do so by a governmental or regulatory authority or as a result of a change in applicable laws; or
 - F. for any other reason as provided in these Terms of Use; and
- (ii) make any modifications, improvements, customizations, patches, bug fixes, updates, enhancements, aggregations, compilations, derivative works, translations and adaptations (“**Modifications**” or “**Modify**”) to the Inscora Solution.

You are required to accept all patches, bug fixes and updates made by or on behalf of Inscora to the Inscora Solution as applicable.

4. PROHIBITED USES

You agree your access and use of the Inscora Solution will not:

- (a) involve you directly or indirectly: (i) attempting to breach, violate or circumvent or breaching, violating or circumventing any security or authentication measures; (ii) restricting, disrupting or disabling services to users, hosts, servers or networks; (iii) illicitly reproducing TCP/IP packet header; (iv) disrupting network services and otherwise disrupting our ability to monitor the Inscora Solution (v) using any robot, spider, scraper or other automated or manual process or means to access the Inscora Solution for any purpose, including monitoring or copying any of the material on the Inscora Solution or for developing and training models; (vi) violating the restrictions in any robot exclusion headers on the Inscora Solution or bypassing or circumventing other measures employed to prevent or limit access to the Inscora Solution; (vii) introducing any viruses, trojan horses, worms, logic bombs or other material that is malicious or technologically harmful; (viii) attacking the Inscora Solution via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing or crashing; (ix) taking any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on the Inscora Solution; and (x) otherwise attempting to interfere with the proper working of the Inscora Solution;
- (b) in any manner violate or promote the violation of any applicable federal, provincial, local or international law or regulation, including any laws regarding the export of data or software, patent, trademark, trade secret, copyright or other intellectual property, legal rights (including the rights of publicity and privacy of others) or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use or the Privacy Policy (tel que défini ci-dessous);

- (c) involve transmitting any User Data (as defined hereinafter), data or any other material that is false, inaccurate, misleading, exploitive, obscene, harmful, threatening, abusive, harassing, hateful, defamatory, sexually explicit or pornographic, violent, inflammatory, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age or other such legally prohibited ground or be otherwise objectionable, such determination to be made in our discretion to the extent permitted by law;
- (d) involve harvesting or otherwise collecting or storing any information (including personal information) about other users of the Inscora Solution including e-mail addresses, without the express consent of such users;
- (e) create adaptations, translations or derivative works based on the Inscora Solution, in whole or in part, decompile, disassemble, reverse engineer; reconstruct or otherwise copy, reproduce or inquire about the structure and components of the Inscora Solution;
- (f) Modify any portion of the Inscora Solution;
- (g) provide, disclose in detail or otherwise make the Inscora Solution available to third parties by any means without the prior written consent of Inscora; and
- (h) use the Inscora Solution (except for the use of publicly accessible features) in the presence of third parties who are competitors of Inscora.

You will comply with all export laws and regulations under applicable laws that may apply to its access to or use of the Inscora Solution. Inscora makes no representation or warranty that the Inscora Solution may be exported outside Canada without you first obtaining appropriate licenses or permits under applicable laws, or that any such license or permit has been, will be, or can be obtained.

5. OWNERSHIP; RESERVATION OF RIGHTS

- (a) **Ownership in Your Data.** You confirm that you have granted all rights necessary to the Company for us to use any information, data (excluding Aggregated Data and Inscora Metadata), content, records and files that you upload, send, transmit to, or enter into the Inscora Solution through your Account, including your personal information (collectively, the “**User Data**”). To the extent that you have not granted such necessary rights to the Company or Company has not granted us such rights in the SaaS Agreement, you hereby grant to Inscora a nonexclusive, worldwide, royalty free, irrevocable, perpetual, sublicensable, transferable, and fully paid up right and license to access, collect, use, process, store, disclose and transmit your User Data to: (i) provide the Inscora Solution; (ii) improve and enhance the Inscora Solution and Inscora’s other offerings; (iii) produce or generate Inscora Metadata; and (iv) produce or generate data, materials or information, including related to how you interact with the Inscora Platform including frequency and duration of usage, specific features or functions accessed, your user preferences and patterns of behavior and that: (A) is anonymized; (B) cannot be re-identified by Inscora; and (C) does not contain any of your personal information, or identify any customers of you or Company (such data, information and materials, the “**Aggregated Data**”). Inscora may use, store, disclose, transfer, transmit, copy, modify, display and otherwise process the Aggregated Data and Inscora Metadata any purpose

and without restriction or obligation to you of any kind. “**Inscora Metadata**” means any metadata that is generated by or resulting from the processing of your User Data and that results from the ordinary course of the operation of the Inscora Solution.

- (b) **Inscora Ownership.** The Inscora Solution, the Aggregated Data, Inscora Metadata and all the Content; including all Modifications to the foregoing are owned by us, our licensors or other providers of such material, including the Company (as the case may be), and are protected in all forms by intellectual property laws, including copyright, trademark, patent, trade secret and any other proprietary rights (“**Inscora Property**”). The Inscora name, and all related names, logos, product and service names, designs, images and slogans are our marks or our affiliates' or licensors' marks. You must not use such marks without our prior written permission. Other names, logos, product and service names, designs, images and slogans mentioned, or which appear on the Inscora Solution, are the marks of their respective owners. Use of any such property, except as expressly authorized, will constitute an infringement or violation of the rights of the property owner and may be a violation of federal or other laws and could subject the infringer to legal action. All rights not expressly granted by Inscora to you under these Terms of Use are reserved.
- (c) **Feedback.** To the extent that you submit ideas, suggestions, documents, or proposals regarding the Inscora Solution to Inscora (“**Feedback**”), you acknowledge and agree that:
 - (i) the Feedback does not contain confidential or proprietary information and Inscora is not under any obligation of confidentiality with respect to the Feedback; and
 - (ii) Inscora will be entitled to use, commercialize or disclose (or to choose not to use, commercialize, or disclose) such Feedback for any purpose, in any way, in any manner, and to anyone worldwide without any compensation or reimbursement of any kind to You for such use.
- (d) **Outputs; Reports.** We make no claim to ownership of User Data or any outputs that are created by the Inscora Platform using generative artificial intelligence and based on your User Data or the reports generated and downloadable from the Inscora Platform respecting your cybersecurity insurance requirements and based on your User Data (the “**Outputs**”), excluding in all cases, any Inscora Property.

6. **PRIVACY; INTERNET SECURITY; ELECTRIC COMMUNICATIONS**

- (a) **Privacy Policy.** You understand that your personal information will be collected, used, disclosed, or otherwise processed in accordance with our privacy policy, found at https://inscora.com/inscora_privacy_policy/ (the “**Privacy Policy**”).
- (b) **Your Responsibility.** As between you and Inscora, you are solely responsible for the quality, accuracy, and completeness of your User Data and for the risks of the transmission of any User Data through the internet. Inscora will not be responsible for the corruption, damage, loss or mis-transmission of any of User Data, including any your personal information used or transferred by you while using Inscora Solution or for the security of data during Internet Transmission.

- (c) **Electronic communications.** By creating an Account to access the Inscora Solution, you understand that Inscora will send you service-related e-mails relating to your Account and your use of the Inscora Solution, including service updates. Additionally, when you use or view the Inscora Solution or send e-mails, texts or other electronic messages to us, you are communicating with us electronically and you consent to receive communications from us electronically. We may communicate with you by e-mail, telephone, push notification or by posting notices on the Inscora Platform. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

7. **THIRD-PARTY LICENSED TECHNOLOGIES AND WEBSITES**

- (a) **Third Party Products.** Your use of the Inscora Solution or certain functionalities thereof may contain or require the use of third party technology that is licensed under separate license terms and not under these Terms of Use (“**Third Party Licensed Technology**”) and other third party products (collectively “**Third Party Products**”). In such case, you will accept and comply with the license terms applicable to such Third Party Licensed Technology. If you do not agree to abide by the applicable license terms for any such Third Party Licensed Technology, then you should not install, access, or use such Third Party Licensed Technology. Any acquisition by you of Third Party Products, and any exchange of data between you and any such provider of Third Party Products is solely between you and the applicable Third Party Products provider. Inscora does not warrant or support Third Party Products, even if they are designated by Inscora as “certified” or otherwise recommended. Inscora cannot guarantee the continued availability of Third Party Products features, and may cease providing them without entitling You to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third Party Products ceases to make the Third Party Products available for interoperation or otherwise in connection with the corresponding service features in a manner acceptable to Inscora. Inscora is not responsible for any disclosure, modification or deletion of User Data resulting from access to User Data by such Third Party Products or their providers.
- (b) **Third Party Websites.** The Inscora Solution may also provide links or pointers to third-party sites. We make no representations about any other websites that may be accessed from the Inscora Solution. If you choose to access any such sites, you do so at your own risk. Inscora has control over the contents of any such third-party sites and to the extent permitted by applicable laws, Inscora accepts no responsibility for such sites or for any loss or damage that may arise from your use of them. You are subject to any terms and conditions of such third-party sites.

8. **NO INSURANCE ADVICE**

- (a) The Inscora Solution is designed to assist the Company and you to determine your cybersecurity risks and related cybersecurity insurance needs and to provide general information and tools to help you discussing with Company and its representatives regarding your cybersecurity insurance requirements and the purchase of relevant coverage. The content, information, tools, and features provided by the Inscora Solution

are for informational purposes only and do not constitute any insurance, insurance brokerage, financial, legal, or other professional advice.

- (b) You acknowledge and agree that, as between you and Inscora, you are solely responsible for your insurance and other business decisions and that you should seek professional advice from the Company, any other insurance provider or insurance broker, or legal expert before making any decisions that could affect your business. Inscora shall not be liable for any decisions made or actions taken in reliance upon any information contained on the Inscora Solution.

9. **DISCLAIMER**

- (a) **GENERAL DISCLAIMER.** INSCORA DOES NOT WARRANT THAT THE INSCORA SOLUTION (OR ANY PART THEREOF) WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL ERRORS CAN OR WILL BE CORRECTED; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE INSCORA SOLUTION (OR ANY PART THEREOF).
- (b) EXCEPT AS SPECIFICALLY PROVIDED IN THESE TERMS OF USE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, INSCORA SOLUTION ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL EXPRESS, IMPLIED, COLLATERAL OR STATUTORY WARRANTIES, REPRESENTATIONS AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, COMPATIBILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, INSCORA EXPRESSLY DISCLAIMS ANY REPRESENTATION, CONDITION OR WARRANTY THAT ANY DATA OR INFORMATION PROVIDED TO YOU IN CONNECTION WITH YOUR USE OF THE INSCORA SOLUTION (OR ANY PART OF THEREOF), IS ACCURATE, OR CAN OR SHOULD BE RELIED UPON BY YOU FOR ANY PURPOSE WHATSOEVER. IF YOU ARE A CONSUMER RESIDING IN QUÉBEC, THE FOREGOING DOES NOT LIBERATE US FROM THE CONSEQUENCES OF OUR OWN ACTS OR THOSE OF OUR REPRESENTATIVES

FURTHER AND WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND THAT THE NATURE OF AI, AI MODELS AND GENERATIVE AI IS NOT INTENDED, AND CANNOT BE, RELIED UPON WITHOUT INDEPENDENT VERIFICATION. ACCORDINGLY, YOU AGREE THAT YOU WILL INDEPENDENTLY VALIDATE THE RESULTS OF INSCORA SOLUTION AND APPLICABLE INSCORA PROPERTY, ALL REPORTS, OUTPUTS OR OTHER OUTPUTS, BEFORE RELYING ON SUCH RESULTS, OUTPUTS AND INSCORA PROPERTY AND YOU WILL ENSURE THAT ALL PERSONS WHOM IT SHARES SUCH REPORTS, OUTPUTS OR OTHER OUTPUTS, WITH UNDERSTANDS SUCH LIMITATIONS. ALL ARTIFICIAL INTELLIGENCE TOOLS, INCLUDING OUR OWN INSCORA

SOLUTION, MAY CONTAIN ERRORS AND SHOULD NOT BE USED AS A SUBSTITUTE FOR PROFESSIONAL JUDGMENT OR ADVICE.

- (c) **DISCLAIMER REGARDING INSURANCE SERVICES AND POLICIES.** INSCORA OPERATES SOLELY AS A FACILITATOR FOR THE PURCHASE OF INSURANCE COVERAGE ("**INSURANCE SERVICES**"). INSCORA IS NOT AN INSURANCE PROVIDER OR INSURANCE BROKER AND INSCORA IS NOT PARTY TO ANY OF THE AGREEMENTS YOU MAY HAVE WITH THE COMPANY, INCLUDING ANY COMPANY TERMS INSURANCE POLICIES. YOU ACKNOWLEDGE AND AGREE THAT INSCORA IS NOT A SUBSTITUTE FOR INSURANCE COMPANIES AND HAS NO INVOLVEMENT IN, CONTROL OVER, OR RESPONSIBILITY FOR ANY INSURANCE SERVICES, INSURANCE POLICIES, COMPANY TERMS, INSURANCE CLAIMS OR DISPUTES ARISING THEREFROM. ALL CLAIMS, QUESTIONS, OR ISSUES RELATING TO YOUR INSURANCE POLICIES SHALL BE DIRECTED EXCLUSIVELY TO THE COMPANY, AND THE RELEVANT INSURANCE COMPANY. IF YOU ARE A CONSUMER RESIDING IN QUÉBEC, THE FOREGOING DOES NOT LIBERATE US FROM THE CONSEQUENCES OF OUR OWN ACTS OR THOSE OF OUR REPRESENTATIVES.

10. LIMITATION OF LIABILITY

- (a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR OUR AFFILIATES OR OUR OR THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, LICENSEES AND SERVICE PROVIDERS AND ANY SUCCESSORS AND ASSIGNS OF THE FOREGOING (COLLECTIVELY WITH INSCORA, THE "**INSCORA PARTIES**") BE LIABLE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR ANY: (I) DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (II) LOST OR LOSS OF (A) SAVINGS, (B) PROFIT, (C) DATA, (D) USE, OR (E) GOODWILL; (III) BUSINESS INTERRUPTION; (IV) COSTS FOR THE PROCUREMENT OF SUBSTITUTE SERVICES; (V) PERSONAL INJURY OR DEATH; (VI) PERSONAL OR PROPERTY DAMAGE; OR (VII) OTHER LIABILITIES, IN EACH CASE, WHETHER OR NOT WE WERE ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM OR RELATED TO THE INSCORA SOLUTION OR THE INABILITY TO MAKE USE OF THE INSCORA SOLUTION, OR THESE TERMS OF USE. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE INSCORA SOLUTION, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE INSCORA SOLUTION.
- (b) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OUR TOTAL AGGREGATE LIABILITY IN CONNECTION WITH OR UNDER THESE TERMS OF USE, OR YOUR USE OF, OR INABILITY TO MAKE USE OF, THE INSCORA SOLUTION, EXCEED THE AMOUNT YOU OR THE COMPANY PAID FOR THE INSCORA SOLUTION, IF ANY. FOR GREATER CERTAINTY, THE

EXISTENCE OF ONE OR MORE CLAIMS UNDER THESE TERMS OF USE WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT.

- (c) If you are a consumer residing in Québec, the foregoing does not liberate us from the consequences of our own acts or those of our representatives.

11. INDEMNIFICATION

- (a) You will defend, indemnify and hold harmless the Inscora Parties from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including reasonable legal and accounting fees, arising out of or in connection with:
 - (i) your use of the Inscora Solution or any services offered by Inscora (except to the extent prohibited by law);
 - (ii) your breach of any provision of these Terms of Use or any documents referenced herein;
 - (iii) your violation of any law or the rights of a third party (including intellectual property rights);
 - (iv) your relationship between you and the Company;
 - (v) your use of the Outputs;
 - (vi) your business operations; and
 - (vii) any viruses, Trojan horses, worms, time bombs, spyware, malware, cancelbots or other similar harmful or deleterious programming routines input by you into the Inscora Solution.
- (b) Inscora reserves the right, at its own cost, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with us in asserting any available defences. you agree that the provisions in this section will survive any termination of your account, the Terms of Use or your access to the Inscora Solution.

12. TERM AND TERMINATION

These Terms of Use will commence on the day you first use any portion of the Inscora Solution and will remain in effect as long as you have access to the Inscora Solution as determined by the Company as per the Company's terms or the SaaS Agreement, unless such access is earlier terminated by either party in accordance with the provisions of these Terms of Use or if the SaaS Agreement is terminated. Notwithstanding the foregoing, in the event that the SaaS Agreement expires or is terminated, Inscora may, in its sole discretion, continue to provide you with access to the Inscora Solution for the purposes of managing, renewing, or servicing any insurance policy, whether existing or newly issued, provided

that you enter into a direct agreement with Inscora on terms acceptable to Inscora. You expressly consent to Inscora contacting you directly for this purpose.

We may terminate these Terms of Use at any time and with immediate effect by giving notice to you, at our discretion, by email (at your current email address on file with us) or through the Inscora Solution. You may terminate these Terms of Use at any time and with immediate effect by requesting by email that your Account be deleted, or by deleting your account and ceasing use of the Inscora Solution. For greater certainty, if you continue to use any portion of the Inscora Solution that is publicly available after these Terms of Use have been terminated, these Terms of Use will continue to apply to the extent of such use.

13. SURVIVAL

The following Sections, together with any other provision of these Terms of Use which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of these Terms of Use, will survive expiration or termination of these Terms of Use for any reason: Sections 4 (Prohibited Uses), 5 (Ownership; Reservation of Rights), 8 (No Insurance Advice), 9 (Disclaimer), 10 (Limitation of Liability), 11 (Indemnification), 13 (Survival), and 14 (General Provisions).

14. GENERAL PROVISIONS

- (a) Choice of Law. Except as restricted by applicable law, these Terms of Use will be governed by the laws of the Province of Québec and the federal laws of Canada applicable therein without giving effect to any principles of conflicts of law and such laws apply to your access to or use of the Inscora Solution, notwithstanding your domicile, residency or physical location. You will only use the Inscora Solution in jurisdictions where the Inscora Solution may lawfully be used. Except as restricted by applicable law, you hereby consent to the exclusive jurisdiction and venue of courts in Montréal, Québec, in all disputes arising out of or relating to the use of the Inscora Solution. The U.N. Convention on Contracts for the International Sale of Goods will not apply to these Terms of Use. This choice of jurisdiction does not prevent us from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.
- (b) Entire Agreement and Interpretation. These Terms of Use and all documents incorporated by reference herein constitute the entire agreement between you and us pertaining to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to the Inscora Solution, and any services offered by Inscora. A printed version of these Terms of Use and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The terms “include” and “including” mean, respectively, “include without limitation” and “including without limitation.” The headings of sections of these Terms of Use are for reference purposes only and have no substantive effect. The terms “consent” or “discretion”, when used in respect of us in

these Terms of Use, mean our right to withhold such consent or exercise such discretion, as applicable, arbitrarily and without any implied obligation to act reasonably or explain our decision to you.

- (c) Waiver. Our failure to insist upon or enforce strict performance of any provision of these Terms of Use will not be construed as a waiver of any provision or right. A waiver of any provision of these Terms of Use must be in writing and a waiver in one instance will not preclude enforcement of such provision on other occasions.
- (d) Severability. If any of the provisions contained in these Terms of Use are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such provision will be severed from these Terms of Use and all other provisions of these Terms of Use will remain in full force and effect.
- (e) Assignment. You will not assign these Terms of Use to any third party without our prior written consent. We may assign these Terms of Use or any rights under these Terms of Use to any third party without your consent. Any attempted assignment, subcontract, delegation, or transfer in violation of this Section will be null and void. These Terms of Use will inure to the benefit of and be binding upon the parties, their permitted successors and permitted assignees.
- (f) English Language. The French version of these Terms of Use is available at https://inscora.com/inscora_tou_fr/. *La version française des présentes Conditions d'essai est disponible à https://inscora.com/inscora_tou_fr/.*