

TERMS OF SERVICE AND USER AGREEMENT

Monthly Subscription. Subscriber agrees to the monthly (or yearly) software subscription fee indicated on their purchase agreement or e-commerce transaction. (Sales tax is included in the monthly subscription fee for Utah residents. ZYTO does not collect sales taxes in other jurisdictions or other taxes such as VAT. Subscriber is responsible for paying VAT or other taxes related to their subscription purchase.) This license subscription fee will automatically renew each month or year from the purchase anniversary date unless ZYTO is notified by phone, email, or other designated customer service channels prior to the end of the current subscription period. Subscribers may obtain additional licenses for the additional monthly fee indicated on their purchase agreement or e-commerce transaction for each additional system. Subscribers may put a monthly subscription on hold at any time, but prepaid subscriptions will not be refunded. The administration fee indicated on the Subscriber's purchase agreement or e-commerce transaction will be charged to change the product library in the system or to transfer the license. The subscriber agrees to provide ZYTO credit or debit card to be processed each month. Subscriber agrees to maintain updated and valid credit card information with ZYTO through the period of this Agreement. If a monthly or yearly subscription charge is declined for any reason, ZYTO may immediately suspend Subscriber's software license and disable the ZYTO software subscription. ZYTO software updates will be available to Subscriber at no charge based on a currently active subscription. ZYTO will not provide software updates without a current subscription.

Warranties. As part of the subscription service, the ZYTO Hand Cradle is warranted to conform to the advertised specifications for a period of 1 year from the date of shipment. The warranty will continue to extend in 30-day increments for a period of 2 years based on a continuous subscription. Continuous means that the subscription has remained active since date of shipment. ZYTO may, at its own expense and as its sole obligation and Subscriber's exclusive remedy for any breach of the foregoing warranty, repair or replace any defective component, part, or system returned (return authorization required) to ZYTO within the applicable warranty period. This warranty does not apply to any damage resulting from misuse, abuse, or neglect. THE FOREGOING WRITTEN WARRANTIES ARE IN LIEU OF ANY OTHER WARRANTY WHATSOEVER, EXCEPT AS EXPRESSLY PROVIDED HEREIN. ZYTO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE, ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF NON-INFRINGEMENT OR TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN EACH CASE WITH RESPECT TO ALL SERVICES, EQUIPMENT, AND PRODUCTS FURNISHED HEREUNDER. Accessory Products are warranted in accordance with the manufacturers' original warranties. Typically, these warranties conform to the applicable specifications for a period of 90 days for all electronic components and mechanical parts from the date of shipment from ZYTO's facility in Lehi, Utah. The following components are Accessory Products: control box, light frames, and headphone – Microphone – Headset – Accessory Cables, etc. Upon expiration of the original manufacturers' Accessory Products may be purchased from ZYTO at the then-current retail cost, plus shipping.

Subscription Price Adjustments. The current monthly subscription fee is valid until the end of the calendar year in which this Agreement is entered into. Unless prepaid by Subscriber, in subsequent calendar years, Subscriber understands that ZYTO may increase the monthly subscription fee at any time. ZYTO agrees to provide 20-days' notice to Subscriber prior to any price increase becoming effective.

Delivery. Delivery shall be made F.O.B. (EXW under INCOTERMS 2000) ZYTO in Lehi, Utah, USA, (or as otherwise determined by ZYTO from time to time), with shipping charges to be paid by Subscriber. The subscriber understands that he/she will be responsible for (if applicable) all shipping fees, duties, taxes, port handling fees, and other customs charges.

Title. Title to goods furnished under this Agreement shall pass to Subscriber upon completion of full and final payment. Until the full and final payment is made, title to all goods furnished is retained by ZYTO. All amounts owing under this Agreement are secured by the good furnished and Subscriber agrees to surrender all such good back to ZYTO upon demand, waiving all defenses and objections to such handover, by sending all such goods to ZYTO's headquarters in Lehi, UT via First Class Mail – Parcel Rate.

Limitations on Sale and Use. Subscriber agrees not to use any ZYTO hardware or software pursuant to the Agreement to diagnose, treat, or cure any disease or medical condition. Subscriber acknowledges that learning to use and market the equipment correctly and legally is the responsibility of the Subscriber, and that ZYTO is not responsible for Subscriber's ability/inability to master the necessary skills to utilize and market ZYTO decision-support technology. The subscriber agrees to not market ZYTO products for any off-label use or purposes and use ZYTO products only as set forth by ZYTO. Select or Elite Subscriber represents that they are a licensed wellness professional, a professional who has a licensable wellness-related degree or is a graduate from a qualified professional course and is certified and/or licensed in all jurisdictions in which Subscriber conducts business. It is the sole responsibility of each licensed professional to stay in compliance with all applicable laws and regulations and to use ZYTO technology within the scope of their license and training.

Indemnification. Subscriber agrees to indemnify, defend, and hold ZYTO and its officers, directors, employees, agents, affiliates, and representatives (collectively "Affiliates") harmless for, from and against any and all losses, damages, costs, liabilities, claims, actions, and expenses (including, without limitation, attorney's fees, litigation costs, court costs and amounts paid in investigation, defense, or settlement of any of the foregoing, whether incurred at the arbitration, trial, appellate, or administrative levels, and all such fees are payable to ZYTO on a monthly basis as they are incurred) (collectively, "Damages"), (whether or not arising out of third-party claims and whether arising in contract, tort, or otherwise) arising out of or related to (i) Subscriber's possession, use, marketing, or resale of the equipment or any other goods delivered by ZYTO to Subscriber hereunder; (ii) the use of any services, including but not limited to software, provided by ZYTO; or (iii) Subscriber's breach of any term of this Agreement.

Prohibition of Reverse Engineering, Decompilation, and Disassembly. The subscriber agrees that they will not at any time or in any circumstance reverse engineer, decompile, or disassemble the ZYTO software or hardware.

Intellectual Property. The subscriber agrees that all interest and title in all intellectual property, broadly defined, associated with the ZYTO hardware and software (broadly defined), and any copies thereof, are solely the property of ZYTO. All the title and intellectual property rights in and to all content which may be accessed through use of ZYTO hardware and software is the sole property of ZYTO. This Agreement grants Subscriber no rights to use such content outside the normal and typical operation of the ZYTO system. All rights not expressly granted are reserved by and for the sole benefit of ZYTO.

Disclaimer/Limitation of Liability. IN NO EVENT SHALL ZYTO BE LIABLE TO ANYONE FOR SPECIAL, COLLATERAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF ZYTO'S PRODUCTS, WHETHER IN AN ACTION BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ZYTO OR ANY OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUCH EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COSTS OF REMOVAL AND REINSTALLATION OF ITEMS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF USE, AND INTERRUPTION OF BUSINESS. EXCEPT FOR PERSONAL INJURY CAUSED BY ZYTO'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE ENTIRE LIABILITY OF ZYTO AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUPPLIERS FOR ANY DAMAGE OR EXPENSE FROM ANY CAUSE WHATSOEVER WILL IN NO EVENT EXCEED THE PRICE ACTUALLY PAID FOR THE PARTICULAR GOODS INVOLVED. The subscriber agrees that any cause of action they might assert against ZYTO must be commenced within one (1) year from the date the cause of action accrued. Subscriber will not pursue any claims against ZYTO for any liability ZYTO may have to Subscriber until Subscriber first makes claims against their insurance provider(s) and such insurance provider(s) finally resolves(s) such claims.

Return Policy. The subscriber acknowledges that there is a NO RETURN AND NO REFUND POLICY AND ALL SALES ARE FINAL. Subscriber further acknowledges that any warranty issues will be handled according to the terms of this Agreement.

Collection Fees. Should collection become necessary, Subscriber hereby expressly agrees to pay all actual costs of collection plus an additional collection of 35% of the amount outstanding, whether or not the account is turned to an outside collection agency. The subscriber further agrees to pay all court costs and attorney's fees should legal action become necessary.

Transfer and Assignment of ZYTO System. Subscriber may transfer the ZYTO hardware and their rights in the ZYTO software license to a third party under the following terms and conditions: (i) the new subscriber agrees by signature to the current terms and conditions as set forth in a transfer and subscription agreement; (ii) the new subscriber meets the professional and licensing qualifications as described in the transfer and subscription agreement; (iii) the new subscriber must register with ZYTO, including providing initial and ongoing payment arrangements; (iv) pre-paid subscriptions and templates (formerly biosurveys) may be transferable to the new subscriber at ZYTO's sole discretion; (v) warranty will transfer to the third-party subscriber only if the transfer occurs within the initial 1 – year warranty term after the original sale by ZYTO to the initial purchaser and the warranty will be in effect only until the 1 – year anniversary of the original sale; and, (vi) at the time the license is transferred, an administration fee is paid to ZYTO for each license transferred.

Interruption of Service and Excusable Delays. In the event of a delay in the performance of any obligation of ZYTO due to any causes other than the actual malice of ZYTO, the deliveries and performance required of ZYTO under this Agreement shall be extended by a period of time no greater than the time lost because of any such delay, and ZYTO shall make every effort to minimize the delay. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government, acts of Subscriber, fires, floods, epidemics, quarantine restrictions, freight embargoes, trade or technology transfer restrictions, unforeseen circumstances, failure of electronic and/or computer systems, malicious computer hacking activity, unusually severe weather, and defaults or mistakes of subcontractors or vendors.

Dispute Resolution. All claims and disputes arising under or relating to this Agreement shall be resolved exclusively by final and binding arbitration in the state of Utah and the arbitrator shall apply Utah law consistent with the Federal Arbitration Act and the contractual limitations set forth herein. There shall be no authority for any claims to be litigated or arbitrated on a class or representative basis and Subscriber agrees to waive all rights to such class or representative proceedings. No judge or arbitrator may consolidate or join the claims of other persons or parties who may be similarly situated. An award of arbitration may be confirmed in a court of competent jurisdiction. The prevailing party in any dispute regarding this Agreement, or otherwise between the parties, agrees to pay all reasonable costs and fees, including attorney's fees and all arbitrator's fees, associated with any dispute regarding this Agreement.

Compliance with Laws. Each party agrees to comply with all laws, rules, and regulation applicable to the performance of its obligations under this Agreement. Subscriber specifically agrees to only use, market, and advertise the ZYTO system in accordance with all applicable local, state, and federal laws, rules, and regulations, including but not limited to refraining from any claims to diagnose, treat, or cure any disease or medical condition.

Limitations on Software Installation. ZYTO grants Subscriber only one (1) license per system purchased. Subscriber may install the software on no more than two (2) computers at any time, and Subscriber agrees that they will activate and use the license on only one (1) computer at any given time. The subscriber is required to sync software at least every thirty (30) days, at which time the installation database is encrypted and backed up to a secured server and the applicable ZYTO software is updated, if updates are available. **The software is not Mac compatible.**

SMS, Account, and AI-Assisted Communications. ZYTO Technologies, Inc. may offer one or more SMS/MMS messaging programs, including promotional, informational, account-related, billing, service, support, and reminder messages. These messages may be sent using automated technology. Message and data rates may apply. Message frequency may vary depending on the program, your account activity, and the type of communication.

- Promotional and Marketing Text Messages.** You may choose to opt in to receive promotional or marketing text messages from ZYTO at the mobile number you provide. By opting in, you authorize ZYTO to send recurring promotional, marketing, product update, event, reminder, and informational text messages to that number. Consent to receive promotional or marketing text messages is voluntary and is not required as a condition of purchasing any product or service from ZYTO. Consent applies only to ZYTO. It is not transferable or assignable, and ZYTO will not sell, rent, or share SMS consent or mobile numbers with third parties for their own marketing purposes. You may opt in through methods such as: checking an unchecked box on a web form that clearly discloses SMS enrollment; signing or submitting an electronic or paper form with SMS consent language; providing verbal consent after being read a compliant SMS disclosure; texting a published keyword after being clearly informed that doing so enrolls you in the SMS program; or otherwise providing clear, affirmative consent where permitted by applicable law.
- Account, Billing, and Service Communications.** If you are a ZYTO subscriber, customer, user, or account contact, ZYTO may send you non-marketing communications related to your account,

subscription, billing, payment status, declined payments, credit card updates, license status, service access, support, renewals, security, or other matters necessary to service or maintain your account. These account-related communications are intended to service your account and are not intended as promotional or marketing messages. Message frequency may vary based on your account activity. You may opt out of account-related text messages at any time as described below. However, opting out may limit ZYTO's ability to notify you about billing issues, payment failures, subscription changes, license access, or other service-related matters, which could result in delayed processing, missed notices, or suspension of your software license due to non-payment or account issues.

3. **Opt-Out and Revocation of Consent.** You may opt out of text messages at any time by replying STOP to any ZYTO text message. ZYTO will also honor other reasonable opt-out requests, including words or phrases such as QUIT, END, CANCEL, UNSUBSCRIBE, OPT OUT, REVOKE, or other language that reasonably communicates that you no longer want to receive text messages. You may also contact ZYTO at support@zyto.com for assistance with opting out. ZYTO will process opt-out requests within the timeframe required by applicable law. After you opt out, ZYTO may send one final confirmation message confirming that your opt-out request has been received. No further messages will be sent for the applicable messaging program unless you later provide renewed consent or unless otherwise permitted by applicable law. If you are enrolled in multiple ZYTO messaging categories, ZYTO may ask you to clarify whether your opt-out applies to all messages or only certain categories. If no clarification is provided, ZYTO will treat the request as an opt-out from all text messages for which consent is required.
4. **Help Instructions.** For help, reply HELP to any ZYTO text message or contact support@zyto.com.
5. **Message and Data Rates.** Message and data rates may apply according to your mobile carrier plan. ZYTO is not responsible for any carrier charges, fees, delayed messages, or undelivered messages. Carriers are not liable for delayed or undelivered messages.
6. **Privacy.** Your mobile number, consent records, message interaction data, and related information are handled in accordance with ZYTO's Privacy Policy. ZYTO may use this information to send and manage messages, maintain consent and opt-out records, provide customer support, comply with legal requirements, and operate its messaging programs. ZYTO does not sell, rent, or share SMS opt-in lists or mobile numbers with third parties for their own marketing purposes. ZYTO may share information with service providers who help deliver, manage, secure, or support ZYTO's messaging programs, subject to appropriate contractual restrictions.
7. **AI-Assisted and Automated Communications.** Some ZYTO communications, including account, billing, service, support, or payment-related calls or text messages, may be initiated, generated, assisted, or delivered in whole or in part by automated systems, artificial intelligence, or an artificial or prerecorded voice. Where required by applicable law, ZYTO will disclose when you are interacting with an automated or AI-assisted system. You may request to communicate with a live representative by following the instructions provided during the communication or by contacting support@zyto.com.

Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Time is of the essence with respect to this Agreement. No waiver by either party of any breach or default hereunder is a waiver of any preceding or subsequent breach of default. The failure of either party to exercise any of its rights under this Agreement shall not be deemed a waiver or forfeiture of such rights or any other rights provided hereunder. The section headings used herein are for convenience only and shall be of no legal force or effect. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions contained in this Agreement, and the remaining portions of this Agreement shall continue in full force and effect. This agreement may be assigned by the Company to a successor or affiliate in the event of acquisition, merger, or sale of assets.