

Clinia Free Tier Terms of Service

Last Update: 07/31/2026

Free Tier Services Free Tier Services

1. Purpose and Scope

1.1 These Free Tier Terms of Service (these “**Terms**”) are terms and conditions governing access to and use of Clinia Health Inc. (“**Clinia**”) products and services made available on a free, trial, evaluation, preview, demonstration, sandbox, beta, pilot, proof-of-concept, or similar self-serve basis (“**Free Tier Services**”).

1.2 These Terms apply in place of, and not in addition to, Clinia’s General Terms of Service. The General Terms do not apply to Free Tier Services access, except that, as described in Section 3 below, the General Terms (together with an applicable Order Form) become the governing agreement prospectively if and when Customer converts to a paid plan.

1.3 Free Tier Services access allows potential customers to explore and evaluate Clinia’s products before entering into a paid plan. For purposes of Free Tier Services access, the individual or entity accessing or using the Free Tier Services is the “**Customer**.” Where an individual accesses the Free Tier Services in their own right and not on behalf of an organization, that individual enters into these Terms in their personal capacity.

1.4 Where an individual accesses or uses the Free Tier Services on behalf of an organization, that individual represents and warrants that they have the authority to bind that organization to these Terms, and “**Customer**” refers to that organization and not to the individual personally.

1.5 These Terms are the entire agreement applicable to Free Tier Services access. No other Clinia document, policy, or agreement applies to Free Tier Services access unless expressly stated in these Terms or expressly agreed by Clinia in writing.

2. Definitions

2.1 Capitalized terms used in these Terms have the meanings below. These Terms are self-contained and do not rely on definitions found only in the General Terms.

“**Aggregated Data**” means Data or information derived from use of the Free Tier Services that has been aggregated and is not capable of identifying Customer, an Authorized User, an End User, a patient, or any other individual. Aggregated Data does not include Customer Data, Personal Information, Health Information, prompts, Outputs, clinical content, document snippets, retrieval results, or any information that could reasonably be used to reconstruct Customer Data.

“**AI Features**” means features or functionality of the Free Tier Services that use artificial intelligence, machine learning, large language models, retrieval systems, ranking systems, generative systems, or similar technologies to generate, retrieve, rank, summarize, transform, classify, recommend, or otherwise process information.

“**Applicable Laws**” means Laws, regulations, rules, orders, and legally binding governmental requirements applicable to a Party’s performance under these Terms or use of the Free Tier

Services, including applicable Privacy Laws, healthcare laws, export control laws, sanctions laws, and professional or regulatory obligations.

“Authorized User” means An employee, contractor, agent, representative, or other individual authorized by Customer to access or use the Free Tier Services on Customer’s behalf.

“BAA (Business Associate Agreement)” means An agreement required under HIPAA governing a service provider’s handling of Protected Health Information as a “business associate” of a covered entity or another business associate.

“Clinia” means Clinia Health Inc.

“Clinia Technology” means The Free Tier Services, software, platform, APIs, tools, models, systems, workflows, user interfaces, templates, configurations, connectors, Documentation, technical components, know-how, and other technology provided or made available by Clinia, including improvements, modifications, updates, and derivative works of the foregoing.

“Confidential Information” means Non-public information disclosed by or on behalf of one Party to the other Party in connection with these Terms that is identified as confidential or that a reasonable person would understand to be confidential. Customer Data is Customer’s Confidential Information.

“Customer” means The individual or entity accessing or using the Free Tier Services, as described in Section 1.

“Customer Application” means Any application, system, workflow, interface, software, website, product, tool, integration, or service developed, owned, operated, configured, or controlled by or on behalf of Customer that accesses, uses, integrates with, or interoperates with the Free Tier Services.

“Customer Data” means Data, content, records, files, prompts, queries, instructions, inputs, materials, configurations, and other information submitted to, uploaded to, transmitted through, stored in, or otherwise made available to the Free Tier Services by or on behalf of Customer, Authorized Users, or End Users. Includes Personal Information and Health Information where included in the foregoing.

“Customer Environment” means Any cloud account, infrastructure, network, system, device, identity provider, database, storage environment, or other technical environment owned, operated, configured, or controlled by or on behalf of Customer.

“Documentation” means the user guides, technical documentation, API documentation, support materials, usage instructions, or other documentation made available by Clinia for the Free Tier Services, as updated from time to time.

“DPA (Data Processing Addendum)” means A data processing addendum governing Clinia’s processing of Personal Information on Customer’s behalf. Clinia does not enter into a DPA for Free Tier Services access except by express written agreement — see Section 10.

“End User” means Any individual or entity that accesses, uses, receives, or interacts with the Free Tier Services, Outputs, Customer Applications, or Customer-controlled workflows through or on behalf of Customer, excluding individuals acting as Authorized Users.

“Feedback” means Suggestions, comments, ideas, requests, recommendations, corrections, or other feedback provided by or on behalf of Customer relating to the Free Tier Services, Clinia Technology, Documentation, or Clinia’s products, services, or business.

“General Terms” means Clinia’s General Terms of Service, as in effect from time to time. The General Terms do not apply to Free Tier Services access except as described in Section 3.

“Health Information” means Information relating to the physical or mental health, healthcare, diagnosis, treatment, care, services, or health-related status of an individual, including protected health information and similar information protected under applicable Privacy Laws.

“HIPAA” means The U.S. Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations.

“Order Form” means An ordering document, online signup flow, quote, or other ordering mechanism through which Customer purchases a paid plan or organization-level subscription to the Services.

“Outputs” means Responses, results, summaries, recommendations, classifications, extractions, generated text, retrieved information, or other outputs generated by or through the Free Tier Services for Customer based on prompts, queries, instructions, Customer Data, retrieval context, or other inputs.

“Party / Parties” means Clinia or Customer, individually or together.

“Personal Information” means Information relating to an identified or identifiable individual, including personal data, personally identifiable information, Protected Health Information, Health Information, and similar information protected under applicable Privacy Laws.

“PHI (Protected Health Information)” means Protected health information as defined under HIPAA, where HIPAA applies. PHI is a subset of Health Information and Personal Information.

“Privacy Laws” means Applicable Laws relating to privacy, data protection, data security, breach notification, confidentiality, or the processing of Personal Information or Health Information.

“Security Incident” means A confirmed or reasonably suspected breach of security resulting in unauthorized access to, acquisition of, disclosure of, loss of, alteration of, or destruction of Customer Data processed by Clinia through the Free Tier Services, excluding unsuccessful access attempts and routine security events that do not result in unauthorized access.

“Services” means Clinia’s products and services generally, including both Free Tier Services access and any paid plan a Customer may separately purchase.

“Usage Data” means Technical, operational, telemetry, metadata, usage, diagnostic, performance, error, and log data relating to the operation, security, monitoring, support, troubleshooting, or use of the Free Tier Services.

3. Term and Expiration

These Terms take effect when Customer first accesses or uses the Free Tier Services and remain in effect only for so long as, and only to the extent that, Customer’s Free Tier Services access continues, subject to earlier expiration as set out below.

These Terms automatically expire, without further notice or action by either Party, upon the earliest of:

- (a) Customer’s cessation of use of the Free Tier Services;
- (b) Clinia’s suspension, limitation, or termination of Customer’s Free Tier Services access under Section 14 (Suspension or Termination); or

(c) Customer entering into an Order Form, or otherwise purchasing a paid plan or organization-level subscription for the Services (a “Conversion”).

3.1 Effect of Conversion

Upon a Conversion, these Terms cease to apply on a going-forward basis, effective as of the effective date of the applicable Order Form. From that date, the General Terms and the applicable Order Form exclusively govern Customer's access to and use of the Services, and these Terms no longer apply to Customer's use of the Services except as described in Section 3.3 (Survival) with respect to Customer's prior Free Tier Services access before Conversion.

Clinia may, but is not obligated to, migrate, preserve, or make available to Customer any Customer Data submitted through the Free Tier Services prior to Conversion. Customer should not assume continuity of any Free Tier Services data, configuration, or history following Conversion unless Clinia expressly agrees otherwise in writing.

3.2 Effect of Expiration Without Conversion

If these Terms expire because Customer ceases using the Free Tier Services, or because Clinia suspends, limits, or terminates Free Tier Services access, and Customer has not entered into an Order Form, Customer's right to access the Free Tier Services ends immediately. These Terms continue to govern, on a residual basis, any matters relating to Customer's prior Free Tier Services access as described in Section 3.3 (Survival), but Customer has no further right to access or use the Free Tier Services and no ongoing relationship with Clinia arises from these Terms.

3.3 Survival

The following provisions survive expiration of these Terms under Section 3.2, to the extent necessary to give them effect: Section 8 (Intellectual Property and Data), Section 9 (Confidentiality), Section 13 (Data Retention and Deletion), Section 15 (No Warranties), Section 16 (Indemnification), Section 17 (Limitation of Liability), and Section 19 (General Provisions). Expiration does not affect obligations or liabilities accrued before the effective date of expiration.

4. Provision of the Free Tier Services; Limitations

4.1 Subject to these Terms, Clinia will provide the Free Tier Services to Customer during the term of these Terms. Clinia grants no license to any software, and nothing in these Terms grants Customer any right, title, or interest in or to the Free Tier Services; the Free Tier Services are provided solely on a services basis, at Clinia's discretion.

4.2 Customer may access and use the Free Tier Services solely to evaluate the Services for Customer's internal assessment purposes, and not for production, clinical, or commercial use.

4.3

Free Tier Services access may operate on the same platform environment and security controls used to provide Clinia's paid Services, but may have different usage limits, features, configurations, retention settings, integrations, administrative controls, support commitments, availability commitments, or service levels than paid plans.

4.4 Free Tier Services access does not include implementation services, enterprise support, production integration support, service-level commitments, or organization-specific contractual commitments unless Clinia expressly agrees otherwise in writing.

4.5 Free Tier Services access does not authorize organization-wide deployment, production use, integration with production systems, procurement-approved use, implementation services, enterprise support, or use under an organization's privacy, security, or compliance process unless Clinia expressly permits that use in writing. Customer acknowledges that this kind of use typically requires a Conversion under Section 3.

4.6 Specific usage limits applicable to the Free Tier Services (for example, request volume, storage, seats, or retention windows), if any, will be set out in the Documentation or through in-product notices. Clinia may impose, modify, or remove usage limits at any time in its discretion, including to address capacity, security, integrity, or abuse concerns, and Customer's continued use of the Free Tier Services is subject to any such limits then in effect.

4.7 Any support made available in connection with the Free Tier Services, if any, is provided on a best-efforts, self-serve, or community basis only (for example, through Documentation, help articles, or community channels), without any guaranteed availability, response time, or resolution commitment.

5. Restrictions on Use

5.1 In addition to the limitations in Section 4, Customer will not, and will not permit any Authorized User or End User to:

- (a) copy, modify, distribute, sell, lease, sublicense, or make the Free Tier Services available to third parties, except as expressly permitted under these Terms;
- (b) reverse engineer, decompile, disassemble, or attempt to discover the source code or underlying components of the Free Tier Services, except where Applicable Laws do not permit this restriction;
- (c) make the Free Tier Services available, directly or indirectly, to patients or other individuals acting as recipients of care;
- (d) use the Free Tier Services in violation of Applicable Laws or the Documentation;
- (e) interfere with, disrupt, or compromise the security, integrity, availability, or performance of the Free Tier Services;
- (f) introduce malicious code or harmful technical activity into the Free Tier Services;
- (g) bypass usage limits, access controls, authentication, or security measures;
- (h) use the Free Tier Services to develop or operate a product or service that competes with Clinia's products or services;
- (i) remove proprietary notices or markings from the Free Tier Services or Documentation;
- (j) use the Free Tier Services or Outputs in a fraudulent, deceptive, or misleading manner;
- (k) use the Free Tier Services in a manner that could reasonably create material risk of harm to individuals, healthcare operations, Clinia, other users, or third parties; or
- (l) scrape, harvest, bulk extract, or use the Free Tier Services, Clinia Technology, or Outputs to train or improve any artificial intelligence or machine learning model, except as expressly permitted in writing by Clinia.

5.2 Customer may not conduct penetration testing, vulnerability scanning, load testing, or similar testing of the Free Tier Services without Clinia's prior written approval.

6. Authorized Users and Account Security

6.1 Customer is responsible for identifying, approving, and managing any Authorized Users, and for all activity conducted under Customer's Free Tier Services account.

6.2 Customer is responsible for maintaining the confidentiality and security of credentials, access tokens, keys, and authentication mechanisms under Customer's control, must not share credentials or circumvent access controls, and will promptly notify Clinia of any known unauthorized access to or use of the Free Tier Services.

6.3 Where Customer permits End Users to access or interact with the Free Tier Services through Customer Applications or other Customer-controlled workflows, Customer is responsible for that access and for ensuring it is consistent with these Terms and Customer's professional or regulatory obligations.

7. Customer Responsibilities

7.1 Customer is responsible for the legality, accuracy, quality, integrity, and appropriateness of Customer Data, and for obtaining and maintaining all rights, notices, consents, permissions, authorizations, and legal bases required for Clinia to process Customer Data in connection with the Free Tier Services.

7.2 Customer will use the Free Tier Services in accordance with Applicable Laws, these Terms, and the Documentation, and is responsible for determining whether the Free Tier Services is appropriate for Customer's intended use cases, workflows, regulatory obligations, and professional requirements.

7.3 Customer remains responsible for patient care, clinical decisions, professional judgment, operational decisions, and compliance with healthcare, privacy, and professional obligations applicable to Customer. Clinia does not control Customer's clinical workflows, Customer Data, Customer Environments, Customer Applications, or decisions made by Customer, Authorized Users, or End Users using the Free Tier Services.

8. Intellectual Property and Data

8.1 Clinia Technology

Clinia and its licensors retain all right, title, and interest in and to Clinia Technology, including all related intellectual property rights. Except for the limited rights expressly granted under these Terms, no rights are granted to Customer by implication or otherwise.

8.2 Customer Data

As between Clinia and Customer, Customer retains all right, title, and interest in and to Customer Data. Customer grants Clinia a limited right to access, use, process, transmit, store, and otherwise handle Customer Data only as necessary to provide, secure, support, troubleshoot, monitor, and maintain the Free Tier Services; comply with Applicable Laws; and prevent or address fraud, security incidents, or service integrity issues. Clinia will not use Customer Data for purposes outside these Terms.

8.3 Customer Applications and Customer Environments

As between Clinia and Customer, Customer retains all right, title, and interest, including all intellectual property rights, in and to Customer Applications and Customer Environments. Except

for the limited rights expressly granted under these Terms, no rights in Customer Applications or Customer Environments are granted to Clinia.

8.4 Usage Data and Aggregated Data

Clinia may collect and use Usage Data to operate, secure, monitor, support, troubleshoot, and improve the Free Tier Services and Clinia's products generally. Usage Data does not include Customer Data. Clinia will not aggregate, de-identify, or anonymize Customer Data except as expressly permitted by Customer in writing. Clinia will not attempt to re-identify any data.

8.5 Outputs

As between Clinia and Customer, Customer owns Outputs generated specifically for Customer through the Free Tier Services, subject to Customer's compliance with these Terms and Applicable Laws. Outputs may not be unique, and similar or identical Outputs may be generated for other users.

8.6 Feedback

Customer may provide Feedback to Clinia. Clinia may use Feedback without restriction or obligation to Customer, provided Clinia does not disclose Customer's Confidential Information in doing so.

9. Confidentiality

9.1 Each Party will protect the other Party's Confidential Information using at least reasonable care, and will use it only to exercise rights or perform obligations under these Terms. A receiving Party may disclose Confidential Information to personnel and service providers who need to know it and are bound by confidentiality obligations at least as protective as those in these Terms, and remains responsible for their compliance.

9.2 Confidential Information does not include information that becomes public, was already lawfully known, is independently developed, or is lawfully received from a third party without confidentiality obligations. A receiving Party may disclose Confidential Information where required by Applicable Laws or governmental request, with notice to the disclosing Party where legally permitted.

9.3 Return or deletion of Confidential Information on expiration of these Terms is governed by Section 13 (Data Retention and Deletion) with respect to Customer Data, and otherwise by this Section 9.

10. Data Submitted Through Free Tier Services; Privacy and Security

10.1 The Free Tier Services are intended solely for evaluation, testing, and exploration purposes, and is not designed or intended to receive, process, or store Personal Information. Customer must use only fictitious, synthetic, de-identified, or otherwise non-personal data in connection with the Free Tier Services, and Customer is prohibited from submitting, uploading, or otherwise making available to the Free Tier Services any Customer Data that consists of or contains Personal Information. Customer is solely and exclusively responsible for its use of the Free Tier Services in connection with any Customer Data, including any decision to submit Personal Information to the Free Tier Services in violation of this Section 10. Clinia's liability with respect to any such submission is governed exclusively by the liability provisions described in this Section 10 and by Section 17 (Limitation of Liability).

10.2 If Customer submits Personal Information to the Free Tier Services, Clinia will handle that information in accordance with the security and privacy commitments described below and Clinia's Privacy Policy. Clinia does not enter into a DPA, BAA, or other organization-specific privacy, security, or compliance commitment for Free Tier Services access, except as Clinia specifically agrees otherwise in writing. Customer must not submit PHI subject to HIPAA to the Free Tier Services where a BAA would be required, unless Clinia has expressly agreed to one in writing.

10.3 Clinia will maintain reasonable administrative, technical, and organizational safeguards designed to protect the security, confidentiality, and integrity of Customer Data processed by Clinia through the Free Tier Services, which may vary from the safeguards applicable to paid plans. Clinia does not require unrestricted access to Customer Data to provide the Free Tier Services; where support access to Customer Data is required, it will be limited to the approved purpose and authorized personnel. Clinia will notify Customer of Security Incidents to the extent required by Applicable Laws.

10.4 To the maximum extent permitted by Applicable Laws, Clinia is not liable to Customer for any loss, unauthorized access to, disclosure, alteration, destruction, or other use of Customer Data submitted through the Free Tier Services, including any Personal Information submitted in violation of this Section 10, except to the extent resulting from Clinia's material breach of these Terms or from Clinia's gross negligence or willful misconduct. Liability arising under this Section 10, including liability relating to Personal Information submitted in violation of this Section 10, remains subject to the cap and Excluded Claims described in Section 17 (Limitation of Liability).

11. AI Features and Clinical/Professional Responsibility

11.1 The Free Tier Services may include AI Features that generate Outputs based on Customer Data, prompts, queries, instructions, retrieval context, or other inputs. Outputs may be incomplete, inaccurate, outdated, or inconsistent. Customer is responsible for reviewing and evaluating Outputs before using or relying on them. AI Features are intended to support human review, information retrieval, summarization, and decision-making workflows; they are not a substitute for independent professional, clinical, legal, or operational judgment.

11.2 Customer and Authorized Users remain responsible for patient care, clinical decisions, interpretation of medical or clinical information, and compliance with applicable professional, regulatory, and clinical obligations. Customer is responsible for ensuring Outputs are reviewed by qualified personnel before being used in clinical, operational, or healthcare-related contexts.

11.3 Customer will not use AI Features or Outputs: (a) in violation of Applicable Laws; (b) to generate or distribute unlawful, deceptive, or harmful content; (c) as the sole basis for clinical decision-making without appropriate human review; (d) for emergency response, life-support, or autonomous clinical decision-making; or (e) in a manner that could reasonably create material risk of harm to individuals or healthcare operations.

11.4 CLINIA DOES NOT PROVIDE MEDICAL ADVICE, DIAGNOSIS, TREATMENT, CLINICAL DECISION-MAKING, OR HEALTHCARE SERVICES. The Free Tier Services is not designed for emergency response, life-support systems, autonomous clinical decision-making, or other high-risk uses where failure of the Free Tier Services could reasonably result in death, personal injury, or significant harm without appropriate human review and oversight, and is not intended to constitute a regulated medical device or software requiring regulatory clearance, approval, or certification for autonomous clinical use.

12. Third-Party Services

12.1 The Free Tier Services may rely on, interoperate with, or connect to third-party services, including cloud infrastructure, model providers, data providers, and integration partners. Customer is responsible for any third-party services selected, configured, or controlled by Customer, including obtaining required rights, permissions, authorizations, accounts, and consents. Clinia is not responsible for the operation, availability, security, performance, or compliance of third-party services not controlled by Clinia.

12.2 Third-party services, models, integrations, and technical components used in the Free Tier Services may change, become unavailable, impose limits, or be deprecated at any time without notice, given the evaluation-only nature of the Free Tier Services.

13. Data Retention and Deletion

13.1 If these Terms expire without a Conversion, Clinia is free to delete all Customer Data submitted through the Free Tier Services upon or at any time after such expiration, without further notice or liability.

13.2 Accordingly, Customer should not use the Free Tier Services as its only system of record or required archive. Customer is responsible for maintaining copies of any information it is required to preserve. As noted in Section 3.1, Conversion does not guarantee migration or preservation of Free Tier Services data unless Clinia expressly agrees otherwise in writing.

14. Suspension or Termination

14.1 General Suspension and Termination

Clinia may suspend, limit, or end Free Tier Services access, in whole or in part, at its sole and complete discretion, provided that Clinia will give reasonable notice to active Free Tier Services users. Clinia may suspend, limit, or end Free Tier Services access immediately and without prior notice where reasonably necessary to:

- (a) address security, privacy, legal, compliance, or operational risk;
- (b) prevent unauthorized or unlawful use of the Free Tier Services;
- (c) respond to misuse or breach of these Terms;
- (d) protect the Free Tier Services, Customer Data, Clinia, other users, or third parties; or
- (e) comply with Applicable Laws or lawful governmental requests, including export control or sanctions requirements.

Suspension, limitation, or termination of Free Tier Services access under this Section triggers expiration of these Terms under Section 3.2, and the consequences described there (including Section 3.3, Survival) apply.

14.2 Termination for Cause; No Further Right to Convert

Where Clinia suspends, limits, or terminates Customer's Free Tier Services access for cause — meaning in response to Customer's breach of these Terms, misuse of the Free Tier Services, or unauthorized or unlawful activity by Customer, an Authorized User, or an End User (a "Termination for Cause") — that Termination for Cause has the same effect as an expiration of these Terms without Conversion under Section 3.2, and additionally:

- (a) Customer has no further right to convert to a paid plan, submit an Order Form, or otherwise re-access the Free Tier Services or any paid plan, in each case unless Clinia expressly agrees otherwise in writing; and
- (b) Clinia is under no obligation to accept an Order Form from, or otherwise contract with, Customer following a Termination for Cause.

This Section 14.2 does not apply where Clinia suspends, limits, or discontinues the Free Tier Services generally and not in response to Customer's own conduct (for example, a general product sunset or a business decision to no longer offer free-tier access to some or all users) — in that case, Customer's ability to pursue a Conversion under Section 3 is not affected solely by that general suspension or discontinuation.

15. No Warranties

15.1 EACH PARTY REPRESENTS THAT IT HAS THE LEGAL AUTHORITY TO ENTER INTO THESE TERMS AND PERFORM ITS OBLIGATIONS. EXCEPT AS EXPRESSLY STATED IN THESE TERMS, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, THE FREE TIER SERVICES AND ALL RELATED SERVICES, FEATURES, AND OUTPUTS ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTIES, CONDITIONS, OR COMMITMENTS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. CLINIA HAS NO OBLIGATION TO PROVIDE ANY SUPPORT, MAINTENANCE, AVAILABILITY, CONTINUITY, OR SERVICE LEVELS FOR THE FREE TIER SERVICES, AND DOES NOT WARRANT THAT THE FREE TIER SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT OUTPUTS WILL BE ACCURATE, COMPLETE, OR SUITABLE FOR A PARTICULAR PURPOSE. CUSTOMER UNDERSTANDS THAT THE NATURE OF AI, AI MODELS, AND GENERATIVE AI IS NOT INTENDED, AND CANNOT BE, RELIED UPON WITHOUT INDEPENDENT VERIFICATION, AND CUSTOMER AGREES TO INDEPENDENTLY VALIDATE ALL OUTPUTS BEFORE RELYING ON THEM.

15.2 The warranties in these Terms (to the extent any apply) do not extend to issues caused by Customer Data, Customer Environments, Customer Applications, third-party services not controlled by Clinia, unsupported systems, unauthorized modifications, or use of the Free Tier Services contrary to these Terms or the Documentation.

16. Indemnification

16.1 Clinia IP Indemnification

Clinia will defend Customer against any third-party claim alleging that the Free Tier Services, when used by Customer in accordance with these Terms, infringes or misappropriates a third party's intellectual property rights, and will pay damages finally awarded against Customer, or amounts agreed in a settlement approved by Clinia, resulting from that claim.

16.2 Exclusions

Clinia has no obligation under Section 16.1 for claims arising from: (a) Customer Data; (b) Customer Applications or Customer Environments; (c) third-party services not controlled by Clinia; (d) modifications to the Free Tier Services not made or authorized by Clinia; (e) use of the Free Tier Services in violation of these Terms or the Documentation; or (f) Customer's combination of the Free Tier Services with products, data, or systems not provided or approved by Clinia.

16.3 Mitigation

If the Free Tier Services becomes, or in Clinia's reasonable judgment is likely to become, subject to an infringement claim, Clinia may modify the affected Free Tier Services, obtain rights for Customer to continue using it, or terminate Customer's access to the affected Free Tier Services. Because Free Tier Services access is provided without fees, no refund obligation arises from such a termination.

16.4 Sole Remedy

This Section 16 states Clinia's entire liability, and Customer's sole and exclusive remedy, for third-party claims alleging that the Free Tier Services infringes or misappropriates intellectual property rights.

16.5 Process

The indemnified Party must promptly notify the indemnifying Party of the claim, provide reasonable cooperation, and allow the indemnifying Party to control the defense and settlement. The indemnifying Party may not settle a claim in a way that admits liability or imposes obligations on the indemnified Party without the indemnified Party's prior written consent, not to be unreasonably withheld or delayed.

16.6 No Other Indemnification

Except as expressly set out in Section 16.1, neither Party has any indemnification obligation to the other under these Terms. Each Party otherwise remains responsible for its own defense of, and any liability arising from, third-party claims relating to its use of, or provision of, the Free Tier Services, subject to Section 17 (Limitation of Liability).

17. Limitation of Liability

17.1 To the maximum extent permitted by Applicable Laws, neither Party will be liable to the other for indirect, incidental, consequential, special, exemplary, or punitive damages, or for loss of profits, revenues, goodwill, business interruption, loss of use, or loss or corruption of data, arising out of or relating to these Terms, even if advised of the possibility of those damages.

17.2 Except for Excluded Claims (defined below), Clinia's aggregate liability arising out of or relating to the Free Tier Services will not exceed the greater of (a) the amounts paid by Customer to Clinia for the Free Tier Services during the twelve (12) months before the last event giving rise to the claim, and (b) one hundred U.S. dollars (USD \$100). This cap applies uniformly to all claims arising out of or relating to the Free Tier Services, including claims arising from a Security Incident; these Terms do not provide a separate, higher liability cap for privacy or security claims, reflecting the no-cost, evaluation-only nature of the Free Tier Services.

17.3 "Excluded Claims" means: Clinia's indemnification obligations under Section 16.1; a Party's breach of confidentiality obligations that is intentional or results from gross negligence; a Party's misuse or infringement of the other Party's intellectual property rights; and liability that cannot be limited or excluded under Applicable Laws, including liability for death, bodily injury, or resulting from Clinia's gross negligence or willful misconduct. Excluded Claims are not subject to the cap in the preceding paragraph.

18. Export, Sanctions, and Compliance

18.1 Customer will comply with Applicable Laws relating to export controls, economic sanctions, anti-corruption, and international trade in connection with its use of the Free Tier Services.

Customer represents that it is not located in, organized under the laws of, or ordinarily resident in a jurisdiction subject to comprehensive trade sanctions or embargoes under Applicable Laws, and is not identified on any governmental restricted or denied-party list applicable to the Free Tier Services. Clinia may suspend or restrict access to the Free Tier Services where reasonably necessary to comply with export controls, sanctions, or trade restrictions.

19. General Provisions

19.1 Assignment

Neither Party may assign these Terms without the other Party's prior written consent, not to be unreasonably withheld, except that either Party may assign these Terms to an affiliate or in connection with a merger, acquisition, reorganization, or sale of substantially all relevant assets.

19.2 Force Majeure

Neither Party will be responsible for delays or failures in performance caused by events beyond its reasonable control, including natural disasters, acts of government, labor disputes, public health emergencies, or failures of third-party infrastructure providers. This does not excuse obligations to protect Customer Data, Personal Information, Health Information, or Confidential Information.

19.3 Notices

Notices under these Terms must be in writing and delivered to the notice address provided by Customer during Free Tier Services signup, or to any updated address provided in writing.

19.4 Independent Contractors

Clinia and Customer are independent contractors. These Terms do not create a partnership, joint venture, fiduciary, employment, or agency relationship.

19.5 No Waiver; Severability

A failure or delay in exercising any right under these Terms is not a waiver of that right. If any provision of these Terms is invalid or unenforceable, the remaining provisions remain in effect, and the invalid provision will be interpreted as closely as possible to reflect its original intent.

19.6 Governing Law and Forum

These Terms are governed by the laws of the State of Delaware, without regard to conflict-of-law principles. The state and federal courts located in New Castle County, Delaware have exclusive jurisdiction over disputes arising out of or relating to these Terms, and each Party consents to the personal jurisdiction of those courts.

19.7 Updates to These Terms

Clinia may update these Terms from time to time to reflect changes to the Free Tier Services, Applicable Laws, security requirements, or the way Clinia provides the Free Tier Services. Clinia will provide reasonable notice of material updates through the Free Tier Services, by email, or other reasonable means. Continued use of the Free Tier Services after an update becomes effective constitutes acceptance of the updated Terms.

19.8 Entire Agreement

These Terms constitute the entire agreement between Clinia and Customer relating to Free Tier Services access, and supersede all prior or contemporaneous discussions, communications, and understandings relating to Free Tier Services access. These Terms do not incorporate, and are

not governed by, the General Terms, except that, upon Conversion as described in Section 3, the General Terms and the applicable Order Form become the governing agreement for Customer's continued and future use of the Services.

19.9 Counterparts and Electronic Acceptance

These Terms may be accepted electronically, including through an online signup, click-through, or account-creation flow, and such acceptance will be treated as an original signature.