

Terms of Service

Coris Frontiers, Inc.

Last Updated: October 14, 2026

Welcome, and thank you for your interest in Coris Frontiers, Inc. (“Coris,” “we,” “us,” or “our”). These Terms of Service (the “Terms”) apply when you access or use our website at www.corisfrontiers.com (the “Website”) or the Coris Match platform and any related software, equipment, documentation, and support services that we provide (together with the Website, the “Services”).

Please read these Terms carefully. By accessing or using the Services, you agree to these Terms. If you are using the Services on behalf of a hospital, health system, research institution, or other organization, you confirm that you are authorized to accept these Terms on its behalf, and “you” and “your” refer to that organization. If you do not agree to these Terms, please do not use the Services.

Many of our customers also sign a separate written agreement with us, such as a Software Services Agreement, order form, pilot agreement, or evaluation agreement. If that signed agreement conflicts with these Terms, the signed agreement will control. If you and Coris sign a Software Services Agreement, it replaces these Terms for your use of the Services, and these Terms continue to apply only to your use of the Website. A Business Associate Agreement between you and Coris will control over both with respect to protected health information.

1. Definitions

The following terms have the meanings below. Other terms are defined where they first appear.

“Acceptable Use Policy” or “AUP” means our Acceptable Use Policy which is part of these Terms.

“AI Terms” means our supplemental terms governing the artificial intelligence features of the Services, as provided to you or referenced in an Order Form.

“Authorized User” means an individual whom you permit to access the Services on your behalf, such as your employees, researchers, and contractors.

“Business Associate Agreement” or “BAA” means a business associate agreement between you and Coris that meets the requirements of HIPAA.

“Customer Data” means data, records, images, and other information that you or your Authorized Users provide to the Services or make available for processing by the Services, including any Output generated from that information.

“Data Processing Agreement” or “DPA” means a data processing agreement between you and Coris governing Coris’s processing of Customer Data.

“Data Use Agreement” or “DUA” means a data use agreement between you and Coris governing the use or disclosure of Customer Data, including any limited data set as defined under HIPAA.

“Documentation” means the user guides, technical specifications, and other written materials that we provide describing the Services.

“Equipment” means any hardware we provide to you for use with the Services, such as an on-premises computing appliance.

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

“Order Form” means a signed agreement, order form, statement of work, or pilot or evaluation agreement between you and Coris that references the Services.

“Output” means the results the Services generate, such as lists of potential study candidates, image classifications and measurements, and information extracted from records.

“PHI” has the meaning given to “protected health information” under HIPAA.

“Software” means the software, including any machine learning models, that we provide as part of the Services, together with any updates we make available.

2. Using the Services

2.1 Access. Subject to these Terms and any applicable Order Form, we grant you a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Services during the applicable term for your internal business and research purposes.

2.2 Authorized Users and Accounts. You are responsible for deciding who may use the Services, assigning appropriate roles and permissions, and removing access when it is no longer needed. You will ensure that your Authorized Users keep their login credentials confidential and use the Services in accordance with these Terms, and you will notify us promptly of any unauthorized use of an account so we can help address it.

2.3 Pilot and Evaluation Use. We may offer the Services on a pilot, trial, or evaluation basis, sometimes at no charge. Pilot use is intended to help you evaluate the Services. Some commitments that apply to paid subscriptions, such as service levels, may not apply to pilot use unless an Order Form says so. Our obligations to protect Customer Data apply fully to pilot use.

2.4 Updates to the Services. We continually work to improve the Services and may update, add, or modify features from time to time. For Services deployed in your environment, we will schedule updates with you in advance. During any paid term, we will not make changes that materially reduce the core functionality or security of the Services you have purchased.

2.5 Website Content. Content on the Website is provided for general informational purposes and is not medical, legal, or other professional advice. The Website may link to third-party websites for your convenience; we are not responsible for their content or practices.

3. Intended Use and Professional Judgment

3.1 Research Support Tool. Coris Match is designed to help qualified research personnel identify individuals who may be eligible for clinical research studies. The Services are not intended to diagnose, treat, cure, mitigate, or prevent any disease or condition, and they do not provide medical advice. The

Services are not a substitute for the professional judgment of qualified clinicians and researchers, and they should not be used for emergencies or for clinical care decisions.

3.2 Human Review. Output is provided to support, not replace, human decision-making. You agree that an appropriately qualified individual, such as a principal investigator, will review Output and the supporting information the Services make available before relying on it, including before contacting, enrolling, or excluding any individual. The Services do not make autonomous decisions about any individual.

3.3 Your Research Responsibilities. You are responsible for the conduct of your research, including obtaining and maintaining any required institutional review board approvals or waivers, participant consents, and authorizations; following your study protocols; managing communications with patients and study participants; and complying with the laws, regulations, and institutional policies that apply to your research activities.

3.4 Regulatory Status. Unless we expressly state otherwise in writing, the Services have not been cleared, approved, or certified by the U.S. Food and Drug Administration or any other regulatory authority.

4. Artificial Intelligence Features

4.1 About AI Output. The Services use artificial intelligence, including machine learning models, to analyze records and images. Like all such technologies, these models can make mistakes. Output may be incomplete or inaccurate, may identify individuals who are not eligible for a study, may miss individuals who are, and may perform differently across patient populations, data sources, and imaging devices. We encourage you to review the supporting evidence the Services display and to treat Output as one input among others.

4.2 No Training on Customer Data. We will not use Customer Data to train, fine-tune, or otherwise improve artificial intelligence models, or to provide services to any other customer, unless you agree to that use in a separate written agreement that includes any approvals required for it, such as institutional review board approval.

4.3 Transparency. On request, we will provide reasonable information about the AI features of the Services, such as their intended use, known limitations, and available performance evaluations, and we will reasonably cooperate with you to help you meet your obligations under laws that apply to your use of artificial intelligence.

4.4 Reporting Concerns. If you believe any Output is inaccurate, biased, or otherwise concerning, please record it in the review interface, which we review with you when we are on site, or contact us; for anything urgent, call or email us. We will review each report in good faith and work with you to address it. If you choose to include Customer Data in a report, we will handle it as Customer Data under Section 5 and any BAA.

4.5 AI Terms. The AI Terms supplement this Section 4 and, together with these Terms, govern your use of the artificial intelligence features of the Services.

5. Customer Data and Privacy

5.1 Your Data. As between you and Coris, you own your Customer Data. These Terms do not transfer to Coris any ownership of Customer Data.

5.2 How We Use Customer Data. We will access and use Customer Data only as needed to provide, support, maintain, and secure the Services for you, as described in these Terms, any Order Form, any BAA, DUA, or DPA, or as you otherwise instruct in writing.

5.3 Protected Health Information. If you are a covered entity or business associate under HIPAA and your use of the Services involves PHI, you and Coris will sign a BAA and, where applicable, a DUA, before you make any PHI available to the Services. We will handle PHI in accordance with the BAA, any applicable DUA, and HIPAA. If we receive a request from a patient or research participant about Customer Data, we will refer it to you and reasonably assist you in responding as the BAA and applicable law require.

5.4 On-Premises Deployments. When the Services are deployed within your environment, Customer Data stays in that environment. We will not copy, remove, or transmit Customer Data outside your environment except as you direct or authorize in writing or as required by law under Section 12.4. We will access your systems and Equipment only as you authorize and in coordination with your personnel. If we bring our own computing hardware into your environment to perform the Services, we will erase all Customer Data from it before it leaves your premises.

5.5 Your Responsibilities. You are responsible for making sure that you have the rights, consents, and authorizations needed to make Customer Data available to the Services and for providing any notices required by law or your policies.

5.6 Privacy Policy. Personal information we collect through the Website, about Authorized Users, and from individuals who contact us or do business with us is handled as described in our Privacy Policy.

5.7 Return and Deletion. When your use of the Services ends, and at your request, we will make Customer Data stored on the Equipment or within the Software, together with the audit and activity records the Services maintain within your environment, available to you in a standard, commonly used format. We will then securely delete or cryptographically erase that Customer Data within a reasonable time, and in any event before any Equipment is removed from your premises (unless you choose to keep the storage media under Section 7.4), and we will provide written certification of deletion on request.

6. Security

6.1 Our Safeguards. We maintain reasonable and appropriate administrative, technical, and physical safeguards designed to protect Customer Data against unauthorized access, use, disclosure, alteration, and loss, consistent with industry standards and any applicable BAA.

6.2 Shared Responsibility. Security is a shared responsibility. You are responsible for the security of your own networks, systems, and identity services; for managing Authorized User access; for the physical security of the location where any Equipment is kept; for safeguarding the encryption passphrases and recovery keys you hold for the Equipment; and for decisions about whether to maintain backup copies of Customer Data outside the Equipment.

6.3 Security Updates. We monitor for security vulnerabilities affecting the Software and Equipment and will apply security updates in a timely manner in coordination with you. We will let you know about critical vulnerabilities affecting your deployment, along with our plan to address them.

6.4 Security Incidents. If we become aware of a security incident affecting Customer Data, we will notify you without unreasonable delay and in accordance with any applicable BAA and law, and we will reasonably cooperate with you to investigate and respond. Unless your BAA requires otherwise, we will not individually report routine unsuccessful attempts to compromise the Services that do not result in unauthorized access to Customer Data, such as pings, port scans, denied sign-in attempts, and blocked malware, and this Section serves as ongoing notice that such attempts occur.

6.5 Security Reviews. You may include Equipment in your routine security monitoring and vulnerability scanning, and you may run your own endpoint detection and response agent on it. You will use that monitoring, scanning, and endpoint agent only for security purposes, and not to copy, extract, decompile, or reverse engineer the Software or to obtain the contents of Equipment for any other purpose. Any Software or other Coris Confidential Information that such tooling collects in the ordinary course of its security function is our Confidential Information under Section 12, and you will not use, analyze, or retain it for any other purpose. We will reasonably cooperate with your security reviews and questionnaires. Penetration testing, red-team exercises, and other active testing beyond routine scanning require our prior written approval, as Section 5.4 of the AUP describes.

7. Equipment and On-Premises Deployment

7.1 Ownership of Equipment. Unless an Order Form states otherwise, Equipment remains the property of Coris, and you may possess and use it with the Services during the applicable term. Customer Data stored on Equipment remains yours.

7.2 Installation and Maintenance. We will install, configure, maintain, and update the Software and Equipment in coordination with you, typically during scheduled maintenance windows. You agree to provide the reasonable physical access, power, network connectivity, and cooperation we need to do so.

7.3 Care of Equipment. You will keep Equipment in a secure location with suitable environmental conditions, and will not open, modify, relocate, or re-image it, or attach unauthorized devices or storage media to it, without our prior written consent, except as reasonably necessary in an emergency. You will notify us promptly if any Equipment is lost, stolen, or damaged. You are not responsible for ordinary wear and tear, but you are responsible for loss of or damage to Equipment caused by your negligence or misuse.

7.4 Repair, Replacement, and Removal. Before any Equipment that contains Customer Data leaves your premises, whether for repair, replacement, or at the end of the term, we will, at your choice, either securely erase the Customer Data or allow you to remove and keep or destroy the storage media, and we will document the chain of custody. When any Equipment is returned to us or removed from your premises, you will certify in writing that you have not copied, imaged, or extracted its contents, other than Customer Data exported through the Services or returned to you under Section 5.7, and that you have retained no copy of the Software.

8. Support

We provide support during our normal business hours, 7:00 a.m. to 5:00 p.m. Mountain Time, Monday through Friday, excluding U.S. federal holidays, by phone, by email, and, where appropriate, on site. We do not access Equipment or Customer Data remotely. You can reach our support team using the contact information in Section 20. Any specific service levels will be described in an Order Form.

9. Acceptable Use

We want the Services to be safe and useful for everyone. Your use of the Services is also subject to the AUP, which includes additional rules and examples of permitted and prohibited use. You will not, and will not allow anyone else to:

- copy, modify, or create derivative works of the Services, except as these Terms expressly permit;
- reverse engineer, decompile, or attempt to discover the source code or model parameters of the Software, except to the extent applicable law expressly permits despite this restriction;
- sell, resell, rent, lease, sublicense, or otherwise make the Services available to anyone other than your Authorized Users;
- circumvent, disable, or interfere with any security, authentication, or audit features of the Services;
- use the Services in violation of any applicable law or regulation, or in a way that infringes or violates the rights of others;
- use the Services for any purpose other than their intended use described in Section 3;
- introduce malicious code into the Services or interfere with their proper operation;
- use automated means to scrape, crawl, or collect content from the Website, other than ordinary search engine indexing; or
- use the Services to develop a competing product or service without our prior written consent.

If you or your Authorized Users violate this Section 9 or the AUP, we may take the actions described in Section 9 of the AUP, including requiring you to suspend or remove an Authorized User's access or suspending all or part of the Services.

10. Fees

If you purchase the Services, the applicable fees, invoicing, and payment terms will be set out in an Order Form. Pilot and evaluation use is provided at no charge unless an Order Form states otherwise, and we will not charge you fees for the Services without your written agreement. Unless you provide a valid exemption certificate, you are responsible for any applicable sales, use, and similar taxes on the fees, excluding taxes based on Coris's income.

11. Intellectual Property

11.1 Our Property. Coris and its licensors own all rights, title, and interest in and to the Services, Software, Documentation, and Equipment, and all improvements to and derivative works of them,

excluding Customer Data. Except for the rights expressly granted in these Terms, no rights are granted to you, by implication or otherwise.

11.2 Feedback. If you choose to share suggestions or other feedback about the Services, we may use it to improve our products and services without obligation to you. Feedback does not include Customer Data, and we will not identify you as the source of any feedback without your permission.

11.3 Third-Party and Open-Source Components. The Services may include third-party or open-source software and models that are subject to their own license terms. We will make applicable notices available on request, and nothing in these Terms limits any rights you have under those licenses.

11.4 Names and Logos. Neither party will use the other party's name, logo, or trademarks in publicity, marketing, or public announcements without the other party's prior written consent.

12. Confidentiality

12.1 Definition. "Confidential Information" means non-public information disclosed by one party (the "Discloser") to the other party (the "Recipient") that is marked as confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure. Customer Data is your Confidential Information. The non-public aspects of the Services, Software, Documentation, and Equipment, including their design, configuration, and architecture, are our Confidential Information, as is any Coris computing hardware we bring into your environment and its contents.

12.2 Exclusions. Confidential Information does not include information that the Recipient can show (a) is or becomes publicly available through no fault of the Recipient, (b) was known to the Recipient without restriction before receipt, (c) is rightfully received from a third party without a duty of confidentiality, or (d) is independently developed without use of the Discloser's Confidential Information. These exclusions do not apply to PHI, which is governed by the BAA and HIPAA.

12.3 Obligations. The Recipient will use the Discloser's Confidential Information only to exercise its rights and perform its obligations under these Terms, will protect it using at least reasonable care, and will share it only with its employees, contractors, and advisors who need to know it and are bound by confidentiality obligations at least as protective as these. Coris's use and disclosure of Customer Data is further limited by Section 5 and any BAA.

12.4 Required Disclosure. The Recipient may disclose Confidential Information if required by law, regulation, or court order, provided that, where legally permitted, it gives the Discloser prompt notice and reasonable cooperation so the Discloser may seek protective treatment. Disclosures required by applicable public records laws are also permitted.

12.5 Duration. These obligations continue while you use the Services and for three years afterward, except that they continue for as long as information remains a trade secret under applicable law and, for Customer Data, for as long as Coris retains it.

13. Warranties and Disclaimers

13.1 Mutual. Each party represents that it has the legal power and authority to enter into these Terms.

13.2 Our Warranty. During any paid term, we warrant that the Services will perform materially in accordance with the Documentation. If they do not, please let us know and we will use reasonable efforts to correct the issue. If we cannot do so within a reasonable time, either party may terminate the affected Services, and we will refund any prepaid fees for the unused portion of the term. This is your exclusive remedy for breach of this warranty. This warranty does not apply to pilot or evaluation use provided at no charge.

13.3 Disclaimer. Except as expressly stated in these Terms or an Order Form, and to the fullest extent permitted by law, the Services are provided “as is” and “as available,” and Coris makes no other warranties, whether express, implied, or statutory, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Coris does not warrant that the Services will be uninterrupted or error-free or that Output will be accurate, complete, or suitable for any particular purpose. The Services do not provide medical advice, and decisions made using Output remain the responsibility of qualified professionals.

14. Indemnification

14.1 By Coris. We will defend you against any third-party claim alleging that the Services, as provided by us and used in accordance with these Terms, infringe or misappropriate that third party’s intellectual property rights, and we will pay any damages and costs finally awarded or agreed in settlement. We are not responsible for claims arising from Customer Data, from modifications not made by us, or from combining the Services with products or services we did not provide. If the Services become, or in our opinion are likely to become, the subject of such a claim, we may modify them to be non-infringing, obtain the right for you to continue using them, or, if neither is reasonably practical, terminate the affected Services and refund any prepaid fees for the unused portion of the term.

14.2 By You. To the extent permitted by applicable law, you will defend Coris against any third-party claim arising from Customer Data (including any claim that you lacked the rights or consents needed to provide it) or from your use of the Services in violation of these Terms or applicable law, and you will pay any damages and costs finally awarded or agreed in settlement.

14.3 Process. The party seeking a defense will give the other party prompt written notice of the claim, reasonable cooperation at the other party’s expense, and control of the defense and settlement, except that no settlement may impose any obligation or admission on the defended party without its consent, which will not be unreasonably withheld. A delay in notice relieves the defending party of its obligations only to the extent the delay causes it prejudice.

15. Limitation of Liability

15.1 Excluded Damages. To the fullest extent permitted by law, neither party will be liable to the other for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any loss of profits, revenue, goodwill, or data, arising out of or related to these Terms or the Services, even if it has been advised of the possibility of those damages.

15.2 Liability Cap. To the fullest extent permitted by law, each party’s total liability arising out of or related to these Terms or the Services will not exceed the greater of (a) the fees paid or payable by

you to Coris for the Services in the twelve months before the event giving rise to the liability, or (b) the dollar amount, if any, stated for this purpose in the applicable Order Form.

15.3 Exceptions. The limitations in this Section 15 do not apply to (a) a party's defense and payment obligations under Section 14, (b) a party's gross negligence, willful misconduct, or fraud, (c) a party's infringement or misappropriation of the other party's intellectual property rights, (d) your breach of Section 12 (Confidentiality) with respect to our Confidential Information, or (e) any liability that cannot be limited under applicable law. Liability relating to PHI will be governed by the BAA to the extent the BAA addresses it.

16. Term and Termination

16.1 Term. These Terms apply for as long as you access or use the Services. The term of any subscription or pilot will be described in the applicable Order Form.

16.2 Ending Pilot or No-Charge Use. Either party may end pilot, evaluation, or other no-charge use of the Services at any time by giving written notice to the other.

16.3 Termination for Cause. Either party may terminate these Terms or an Order Form if the other party materially breaches them and does not cure the breach within thirty days after receiving written notice describing it.

16.4 Effect of Termination. When these Terms or an Order Form end, your right to use the affected Services ends, we will return and delete Customer Data as described in Section 5.7, and we will retrieve any Equipment at a mutually agreed time. If you terminate for our uncured material breach, we will refund any prepaid fees for the unused portion of the term.

16.5 Survival. Provisions that by their nature should continue after termination will survive, including Sections 5 (Customer Data and Privacy), 11 (Intellectual Property), 12 (Confidentiality), 13.3 (Disclaimer), 14 (Indemnification), 15 (Limitation of Liability), 18 (Governing Law and Disputes), and 19 (General).

17. Changes to These Terms

We may update these Terms from time to time. When we do, we will post the updated Terms on the Website and revise the "Last Updated" date above. If a change is material, we will give reasonable advance notice to customers with active accounts, for example by email. Updated Terms apply going forward and will not change the terms of an Order Form during its current term unless you agree in writing. If you do not agree to updated Terms, you may stop using the Services; by continuing to use the Services after the updated Terms take effect, you agree to them.

18. Governing Law and Disputes

18.1 Informal Resolution. We would like to resolve any concern quickly and fairly. Before bringing a formal claim, each party agrees to try in good faith to resolve the dispute through discussion between representatives with decision-making authority for at least thirty days after one party notifies the other in writing.

18.2 Governing Law. These Terms are governed by the laws of the State of Colorado, without regard to its conflict-of-laws principles.

18.3 Venue. Any legal action arising out of or relating to these Terms will be brought in the state or federal courts located in the State of Colorado, and each party consents to the jurisdiction of those courts.

18.4 Equitable Relief. Each party acknowledges that a breach or threatened breach of Section 9 (Acceptable Use), Section 11 (Intellectual Property), or Section 12 (Confidentiality) may cause the other party irreparable harm for which money damages would not be an adequate remedy. In that event, the non-breaching party may seek injunctive or other equitable relief, in addition to any other remedy available to it, in any court of competent jurisdiction notwithstanding Section 18.3, without first following the informal resolution process in Section 18.1, and, to the extent permitted by law, without posting a bond or other security or proving actual damages.

18.5 Public Entities. If you are a governmental or public entity, nothing in these Terms waives any immunity available to you under applicable law, and any provision of these Terms that you are prohibited by law from accepting (such as certain indemnification, governing law, venue, or limitation of liability provisions) will apply only to the extent that law permits.

18.6 Attorneys' Fees. If Coris brings an action against you to enforce Section 9 (Acceptable Use), Section 11 (Intellectual Property), or Section 12 (Confidentiality), or the AUP, and prevails, you will pay Coris's reasonable attorneys' fees and costs incurred in that action.

19. General

19.1 Entire Agreement and Order of Precedence. These Terms (including the AUP), together with any Order Form, BAA, DUA, DPA, and AI Terms, are the entire agreement between you and Coris regarding the Services and supersede prior agreements and understandings on that subject. If there is a conflict, the BAA controls with respect to PHI, followed by any DUA or DPA with respect to the data it covers, then the Order Form, then the AI Terms with respect to the AI features of the Services, and then these Terms (including the AUP). Pre-printed terms on purchase orders or similar documents do not apply.

19.2 Healthcare Compliance. Each party will comply with the healthcare laws that apply to it. Nothing in these Terms requires, or is intended to induce, the referral of patients or business, and no Services, Equipment, or pilot use is conditioned on any such referral. Each party represents that it is not currently excluded from participation in any U.S. federal health care program.

19.3 Assignment. Neither party may assign these Terms without the other party's prior written consent, which will not be unreasonably withheld, except that either party may assign these Terms without consent to a successor in connection with a merger, acquisition, or sale of all or substantially all of its relevant assets, provided the successor agrees to be bound by these Terms.

19.4 Force Majeure. Neither party is responsible for delays or failures to perform (other than payment obligations) caused by events beyond its reasonable control, such as natural disasters, utility or network failures, or government action, provided it uses reasonable efforts to resume performance.

19.5 Notices. Routine communications may be sent by email to each party's designated contacts. Legal notices must be in writing and sent to the addresses in the applicable Order Form or, for notices to Coris, to the contact information in Section 20.

19.6 Relationship of the Parties. The parties are independent contractors. These Terms do not create a partnership, joint venture, agency, or employment relationship, and there are no third-party beneficiaries of these Terms.

19.7 Export and Sanctions. Each party will comply with applicable U.S. export control and sanctions laws in connection with the Services.

19.8 Severability and Waiver. If any provision of these Terms is found unenforceable, it will be enforced to the maximum extent permissible and the rest of these Terms will remain in effect. A party's failure to enforce a provision is not a waiver of its right to do so later.

19.9 Interpretation. Headings are for convenience only. The word "including" means "including without limitation."

20. Contact Us

If you have questions about these Terms or the Services, please contact us:

Coris Frontiers, Inc.

720 Garfield St.

Denver, CO 80206

Email: legal@corisfrontiers.com, security@corisfrontiers.com, privacy@corisfrontiers.com,
support@corisfrontiers.com

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