

Unyte-iLs Customer Terms of Service Agreement

This Agreement was last revised on April 24, 2020

Thank you for making a purchase with Unyte Health US Inc. d/b/a Integrated Listening Systems (“Unyte-iLs”, “we” or “us”). By placing an order or acquiring hardware and/or software for Unyte-iLs products from Unyte-iLs’ website (the “Site”), clicking to accept this Agreement, or using or accessing as a customer any Unyte-iLs Service or related products that reference this Agreement, you agree to all the terms and conditions of this Customer Terms of Service Agreement (“Agreement”), Unyte-iLs’s Privacy Policy (<https://integratedlistening.com/about-ils/privacy-policy>) and any website or application Terms of Use (<https://integratedlistening.com/about-ils/terms-of-use>) (collectively, the “Terms”). If you are using a Unyte-iLs product or related services on behalf of a company or other entity, then “Customer” or “you” means that entity, and you are binding that entity to this Agreement. You represent and warrant that you have the legal power and authority to enter into this Agreement and that, if Customer is an entity, this Agreement, the Terms, and the Subscription is entered into by an employee or agent with all necessary authority to bind that entity to this Agreement. Please note that we may modify this Agreement as further described in the amendments section below, so you should make sure to check this page from time to time. This Agreement includes any Order Documentation as well as any policies or exhibits linked to or referenced herein.

Please note that this Agreement shall apply to all purchasers of the Unyte-iLs Service, including those using the Unyte-iLs Service for Personal Use or Professional Use (each as defined in Section 2) as well as purchasers or renters of Unyte-iLs Equipment. To the extent that any terms of this Agreement are applicable solely for Personal Use or for Professional Use, this shall be addressed in the Agreement. Additionally, please note that this Agreement contains an auto-renewal provision, as well as a limitation on class actions, as further set forth below.

1. OVERVIEW OF THE UNYTE-ILS SERVICE.

Unyte-iLs’ Service includes a suite of software and content, which may be used with Unyte-iLs Equipment (defined in Section 2) for Personal Use or Professional Use. Customers may lease or purchase Unyte-iLs Equipment and, using login credentials, access and use the Unyte-iLs Service (defined in Section 2) which can be accessed through any computer, smartphone, tablet or device with a web browser that meets our system requirements, or through the Google or Apple App marketplaces. Some third-party resellers are involved in the sale of the Unyte-iLs Technology, which may alter your payment obligations found under this Agreement, but otherwise, any use of the Unyte-iLs Technology subjects a user to Unyte-iLs’ Terms.

2. DEFINITIONS.

- 2.1. “Add-On” means integrations, applications and other add-ons that are used with the Unyte-iLs Service.
- 2.2. “Affiliate(s)” means any entity which is controlled by, in control of, or is under common control with a party to this Agreement, where “control” means either the power to direct the management or affairs of such entity or ownership of 50% or more of the voting securities of such entity.
- 2.3. “Aggregate/Anonymous Data” means: (i) data generated by aggregating Customer data, including Client Data, with other data so that results are non-personally identifiable with respect to Customer or its Clients and (ii) anonymous learnings, logs and data regarding use or effectiveness of a Unyte-iLs Service.
- 2.4. “Authorized Users” means a Customer or members of Customer’s workforce whom Customer has authorized to access the Unyte-iLs Service and the information contained therein.
- 2.5. “Business Associate Agreement” means a written agreement between Unyte-iLs and Customer that contains the required elements of U.S. law at 45 CFR 164.504(e), that will be entered into should Unyte-iLs create, receive, maintain, or transmit Protected Health Information on behalf of a Customer subject to HIPAA.

- 2.6. "Client(s)" means any person that is a client, customer, or patient of Customer, or that is a potential client, customer or patient of Customer, who sends data through or utilizes the Unyte-iLs Service, in each case as part of a Subscription for Professional Use.
- 2.7. "Client Data" means data related to the identity, characteristics and activities of Clients collected for Customer or captured by the Unyte-iLs Service. To the extent Customer is a Covered Entity or a Business Associate, as those terms are defined in HIPAA, "Client Data" also includes Protected Health Information.
- 2.8. "Confidential Information" means code, inventions, know-how, product plans, technical and financial, business, operational, or other information exchanged under this Agreement or learned during the performance of this Agreement, or, that is identified as confidential at the time of disclosure or should reasonably be considered confidential based on the circumstances surrounding the disclosure and the nature of the information disclosed.
- 2.9. "HIPAA" means the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d through d-8, as amended from time to time, and the requirements of any regulations promulgated under either the HITECH Act or HIPAA, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, the federal security standards as contained in 45 C.F.R. Parts 160, 162 and, and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and, all as may be amended from time to time.
- 2.10. "Order Documentation" means any and all documentation evidencing Customer's agreement to purchase Unyte-iLs Equipment and/or a Subscription for the Unyte-iLs Service. Order Documentation may be an online order form or a written invoice, in each case as provided by Unyte-iLs.
- 2.11. "Personal Use" means a Customer that enters into a Subscription to use the Unyte-iLs Service only for their personal use, and Customer is the sole Authorized User.
- 2.12. "Professional Use" means a Customer that enters into a Subscription to use the Unyte-iLs Service in their professional capacity, either individually, or on behalf of an entity that will have multiple Authorized Users, which allows unlimited access to Unyte-iLs' Professional Program, which includes all currently available programs and any new programs released during the Service Term.
- 2.13. "Protected Health Information" has the same meaning as that term is defined in HIPAA.
- 2.14. "Renewal Term" has the meaning set forth in Section 10.1.
- 2.15. "Scope of Use" means the usage limits or other scope of use descriptions for the Unyte-iLs Service included in the related Order Documentation. These include, but are not limited to, any numerical limits on Authorized Users and the descriptions of the Unyte-iLs product features, content or service levels available to Customer and its Authorized Users. An Authorized User shall count toward any usage limits if in any 30-day period, the Authorized User accessed any Unyte-iLs Service, including any content, software or apps.
- 2.16. "Subscription" means Customer's agreement to receive the Unyte-iLs Service on an ongoing basis, according to the terms and conditions referenced in any and all Order Documentation.
- 2.17. "Service Term" has the meaning set forth in Section 10.1.
- 2.18. "Third-Party Content" means content, data or other materials that Customer provides to the Unyte-iLs Service from its third-party data providers, including through Add-Ons used by Customer.
- 2.19. "Third-Party Product" means any Add-On, applications, integrations, equipment, software, code, online services, systems and other products not developed by Unyte-iLs.

- 2.20. “Unyte-iLs Equipment” means the “Safe and Sound Protocol”, “Focus System” or “VoicePro” devices or any other physical equipment needed to use the Unyte-iLs Service which can only be purchased or leased through Unyte-iLs or one of its resellers.
- 2.21. “Unyte-iLs Service” means the specific proprietary product of Unyte-iLs, including but not limited to, the Unyte-iLs Equipment, Unyte-iLs Software, and Unyte-iLs content provided to Customer for Customer’s use during the Service Term, as part of Customer’s Subscription. The “Unyte-iLs Service” does not include any Third-Party Product.
- 2.22. “Unyte-iLs Technology” means the Unyte-iLs Equipment and Unyte-iLs Service, any and all related or underlying documentation, technology, software, apps, code, know-how, logos and templates (including in any reports or output obtained from the Unyte-iLs Service), anything delivered as part of support or other services, and any updates, modifications or derivative works of any of the foregoing, including as may incorporate any Feedback.

Other terms are defined in other Sections of this Agreement.

3. ACCOUNT REGISTRATION AND USE.

Customer will register for a Unyte-iLs account in order to access or receive the Unyte-iLs Service. Account information must be accurate, current and complete, and will be governed by Unyte-iLs’s Privacy Policy (currently available at <https://integratedlistening.com/about-ils/privacy-policy>). Customer agrees to keep this information up-to-date so that Unyte-iLs may send notices, statements and other information by email or through Customer’s account.

4. USE RIGHTS.

- 4.1. Use of Unyte-iLs Service. Subject to all terms and conditions of this Agreement, Unyte-iLs grants Customer a worldwide, non-exclusive, non-transferable, non-sublicensable (except as expressly permitted to Authorized Users under this Agreement) right and license during the applicable Service Term to access and use the Unyte-iLs Service designated on Customer’s Order Documentation solely for Customer’s Personal Use or Professional Use, but only in accordance with this Agreement, Order Documentation, and all applicable Scope of Use descriptions.
- 4.2. Use by Others. Customer may permit its Authorized Users to use the Unyte-iLs Service provided their use is for Customer’s benefit only and remains in compliance with this Agreement. Additionally, to the extent that Customer has a Subscription for Professional Use, Customer may invite Clients to create accounts on the Unyte-iLs Service and may provide Clients with access to the content available to Customer on the Unyte-iLs Service. Customer will be responsible and liable for all Authorized Users’ and Clients’ use and access and their compliance with the terms and conditions herein. Customer is solely responsible for determining its Authorized Users and Clients and/or restricting and/or terminating the rights of such individuals during the Service Term, as Customer deems appropriate. Customer is solely responsible for ensuring that any user IDs, passwords and other access credentials (such as API tokens) for the Unyte-iLs Service are kept strictly confidential and not shared with any unauthorized person. Additionally, Customer is solely responsible for complying with all laws applicable to Customer (e.g. HIPAA) in determining which of its agents or employees should be an Authorized User, the level of access for each Authorized User, and when such access should be terminated or restricted. Customer must notify Unyte-iLs immediately of any breach of security or unauthorized use of its account. Use by all Authorized Users in aggregate will count towards applicable Scope of Use restrictions.
- 4.3. General Restrictions. Except as expressly permitted by this Agreement, Customer must not (and must not allow any third party to): (i) rent, lease, copy, transfer, sublicense or provide access to the Unyte-iLs Service to a third party (except Authorized Users as specifically authorized above); (ii) incorporate the Unyte-iLs Service (or any portion thereof) into, or use it with or to provide, any site, product or

service; (iii) use the Unyte-iLs Service (or any portion thereof) for time sharing purposes or for a third party's benefit; (iv) publicly disseminate information regarding the performance of the Unyte-iLs Service (which is deemed Unyte-iLs' Confidential Information); (v) modify or create a derivative work of the Unyte-iLs Service or any portion thereof; (vi) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to any Unyte-iLs, except to the extent expressly permitted by applicable law and then only upon advance notice to Unyte-iLs; (vii) break or circumvent any security measures or rate limits for Unyte-iLs Service; (viii) distribute any portion of the Unyte-iLs Service other than as specifically permitted above; or (ix) remove or obscure any proprietary or other notices contained in the Unyte-iLs Service including in any reports or output obtained from the Unyte-iLs Service. Should Unyte-iLs determine that any user is not using the Unyte-iLs Service responsibly, Unyte-iLs has the right (but not the obligation) to remove, edit, block or delete such user's transmissions, user generated content, or use of the Unyte-iLs Service.

- 4.4. **Beta Releases and Free Access Subscriptions.** Unyte-iLs may provide Customer with a certain Unyte-iLs Service for free or on a trial basis (a "Free Access Subscription") or with "alpha", "beta" or other early-stage Unyte-iLs Service, integrations or features ("Beta Releases"). This Section will apply to any Free Access Subscription or Beta Release (even if a Beta Release is provided for a fee or counts towards Customer's Scope of Use allocations) and supersedes any contrary provision in this Agreement. Unyte-iLs may use good faith efforts in its discretion to assist Customer with Free Access Subscriptions or Beta Releases. Nevertheless, and without limiting the other disclaimers and limitations in this Agreement, CUSTOMER AGREES THAT ANY FREE ACCESS SUBSCRIPTION OR BETA RELEASE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY, SUPPORT, MAINTENANCE, STORAGE, SLA OR INDEMNITY OBLIGATIONS OF ANY KIND. WITH RESPECT TO BETA RELEASES, CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT BETA RELEASES MAY NOT BE COMPLETE OR FULLY FUNCTIONAL AND MAY CONTAIN BUGS, ERRORS, OMISSIONS AND OTHER PROBLEMS FOR WHICH UNYTE-ILS WILL NOT BE RESPONSIBLE. ACCORDINGLY, ANY USE OF A BETA RELEASE IS AT CUSTOMER'S SOLE RISK. Unyte-iLs makes no promises that future versions of a Beta Release will be released or will be available under the same commercial or other terms. Unyte-iLs may terminate Customer's right to use any Free Access Subscription or Beta Release at any time for any reason or no reason in Unyte-iLs' sole discretion, without liability.

5. CUSTOMER DATA.

- 5.1. **Aggregate/Anonymous Data.** Customer agrees that Unyte-iLs will have the right to generate Aggregate/Anonymous Data. Notwithstanding anything to the contrary herein, the parties agree that Aggregate/Anonymous Data is Unyte-iLs Technology, which Unyte-iLs may use for any business purpose during or after the term of this Agreement (including without limitation to develop and improve Unyte-iLs' products and services and to create and distribute reports and other materials). Unyte-iLs will not distribute Aggregate/Anonymous Data in a manner that personally identifies Customer, its Authorized Users, or its Clients, or that would otherwise violate applicable laws, such as HIPAA. If Customer and Unyte-iLs have entered into a Business Associate Agreement, Unyte-iLs will use the Aggregate/Anonymous Data only in conformity with the terms of such agreement.
- 5.2. **Security.** Unyte-iLs agrees to maintain technical and organizational measures designed to secure its systems from unauthorized access, use or disclosure. These measures will include: (i) storing Customer data on servers located in a physically secured location and (ii) using firewalls, access controls and similar security technology designed to protect Customer data from unauthorized disclosure. If Customer is a Covered Entity or Business Associate, as those terms are defined in HIPAA, Unyte-iLs and Customer have entered into a Business Associate Agreement and Unyte-iLs agrees to secure and utilize Protected Health Information in accordance with the Business Associate Agreement and the requirements of HIPAA. Unyte-iLs takes no responsibility and assumes no liability for any Customer data other than its express security obligations in this Section.
- 5.3. **Storage.** Unyte-iLs does not provide an archiving service. During the Service Term, Customer acknowledges that Unyte-iLs may delete content no longer in active use. Except for requirements that

are included in any Business Associate Agreement entered into between Unyte-iLs and Customer, Unyte-iLs expressly disclaims all other obligations with respect to storage.

6. CUSTOMER OBLIGATIONS.

- 6.1. Account Information. In order to create an account, you agree to provide true, accurate, current and complete information about yourself and to maintain and promptly update such account information. If you provide any untrue or inaccurate information, or if we have reasonable grounds to suspect that such information is untrue or inaccurate, we may suspend or terminate your account and refuse all current and future use by you of the Unyte-iLs Service. Account information and certain other information about you are subject to the terms of our Privacy Policy.
- 6.2. Compliance with Law. Customer represents that it is in full compliance with all applicable state and federal laws, rules, and regulations. In particular, and without limitation, Customer warrants and represents that it will not use the Unyte-iLs Service in a manner that would violate any obligation with respect to HIPAA and any other applicable federal, state, or international law and amendments thereto.
- 6.3. Training. Customer agrees that, prior to use of the Unyte-iLs Service and/or Unyte-iLs Equipment, Customer shall complete the Unyte-iLs trainings required by Unyte-iLs.
- 6.4. Professional Use Customer Representations and Warranties. If you will be using the Unyte-iLs Technology with Clients, you are responsible for knowing and complying with all applicable laws related to your use of the Unyte-iLs Service, including but not limited to, as may be applicable, (i) ensuring that you hold a valid professional license in your respective jurisdiction, (ii) that your use of the Unyte-iLs Service is within your scope of practice, (iii) that you use the Unyte-iLs Service in conformity with the standard of care for your profession, (iv) any billing of insurance companies or third-party payers for your professional services which includes the Unyte-iLs Service is compliant and proper, and (v) all laws, regulations, standards and ethics applicable to your profession.

Furthermore, you represent and warrant that, where applicable, (a) you have the necessary education, training and licensure to use the Unyte-iLs Technology, and that you have completed the trainings required by Unyte-iLs for the use of the Unyte-iLs Technology; (b) you will keep your license active and in good standing for as long as you use the Unyte-iLs Technology; (c) you have never had any adverse action taken against your license by a governmental agency, including but not limited to, revocation, suspension, probation or public or private reprimand; (d) you will not use the Unyte-iLs Technology if it would be considered outside the scope of your profession; (e) you have the necessary professional judgement to determine which Clients may benefit from the Unyte-iLs Technology; (f) you understand that it is your sole responsibility to determine whether the Unyte-iLs Technology may benefit your Clients; (g) you will properly monitor and evaluate your Clients while using the Unyte-iLs Technology and promptly discontinue use of the Unyte-iLs Technology for a particular Client, if you determine it is not having the desired effect; (h) you are solely responsible for the medical or therapeutic decisions and care of your Clients; and (i) you will not make any therapeutic claims, warranties, guarantees or promises to Clients regarding the Unyte-iLs Technology.

7. SUPPORT SERVICES.

Unyte-iLs makes available support through its website (currently available at www.integratedlistening.com), by email at: support@integratedlistening.com, or by phone at: (303) 741-4544 between the hours of 9am-6pm ET.

8. FEES; PAYMENT.

- 8.1. Fees. Customer agrees to pay all fees for the Unyte-iLs Technology in accordance with the Order Documentation (the "Fees"). If Customer has elected to pay via credit card, check, ACH, direct debit, etc., Customer authorizes Unyte-iLs to charge Fees and other amounts automatically and, as applicable, on an auto-renew basis, and Customer certifies that Customer is the authorized user of the payment method provided. Customer also agrees to notify Unyte-iLs of any changes to its account or payment

information at least fifteen (15) days prior to the date of the next billing period. Unless otherwise stated herein, payments are non-refundable and non-creditable and payment obligations non-cancellable. Prices of Subscriptions and all Unyte-iLs Technology are in U.S. dollars.

- 8.2. **Billing.** All Fees shall be billed in accordance with the Order Documentation. For ongoing payments, the initial Fees shall be paid upon the purchase date, and all subsequent Fees shall be paid in advance depending on the billing period set forth in the Order Documentation (e.g., each month for monthly billing, and each year for annual billing) unless otherwise agreed in writing by the parties. For purchases Unyte-iLs Equipment, the first billing period shall be extended by five (5) days to address shipping. For example, if Customer rents Unyte-iLs Equipment on May 1st as part of a Subscription, Customer shall make an initial payment on May 1st, and the second payment shall be due by April 6th for monthly billing and by May 6th of the following year for annual billing. **ALL CHARGES FOR ONGOING FEES OCCUR IN ADVANCE ON AN AUTO-RENEW BASIS. THE SERVICE TERM WILL AUTOMATICALLY RENEW, AND FEES WILL BE AUTOMATICALLY BILLED, UNLESS TERMINATED IN ACCORDANCE WITH THIS AGREEMENT.**
- 8.3. **Taxes.** Unyte-iLs' Fees are exclusive of all taxes, and Customer must pay any applicable sales, use, VAT, GST, excise, withholding or similar taxes or levies, whether domestic or foreign, other than taxes based on the income of Unyte-iLs. Customer will make tax payments to Unyte-iLs to the extent amounts are included in Unyte-iLs' invoices.
- 8.4. **Shipping.** Shipping of any Unyte-iLs Equipment will be F.O.B. Unyte-iLs' warehouse in the United States. Prices are exclusive of, and you will pay all charges that may be incurred in connection with the delivery of Unyte-iLs Equipment, including, without limitation, in respect to freight, export duties, import duties, all applicable taxes, appropriate insurance and storage costs or any other payments required to process Unyte-iLs Equipment from Unyte-iLs' warehouse.
- 8.5. **Renewal Pricing.** Pricing for any Renewal Term will be at Unyte-iLs' then-applicable rates.
- 8.6. **Coupon Codes and Promotional Offers.** Coupon codes or promotional offers may not be combined with any other offers, be it past or present. Introductory offers are only available to new Customers and are not available to existing Customers. Additionally, the discounted offer is solely available for the initial Service Term (e.g. Monthly or Annual), and any automatic renewals will be charged at the then-present rate at time of renewal, unless the discounted offer specifies otherwise.
- 8.7. **Overdue Payments.** Should Unyte-iLs be unable to process/receive the Fees when due and owing, payment shall be considered overdue. Unyte-iLs shall have the right to charge interest on all overdue amounts at the rate of 1.5%, compounded monthly, or the maximum lawful amounts, whichever is less. If Unyte-iLs sends the account for collection and/or initiates legal action to collect overdue amounts, Customer shall be liable for all costs and expenses of such action, including reasonable attorney's fees, court costs, and expenses. Additionally, after payment becomes overdue, Unyte-iLs shall have the right to immediately cease Customer's access to the Unyte-iLs's Service.

9. UNYTE-ILS EQUIPMENT RENTAL

- 9.1. **Renting Unyte-iLs Equipment.** Customer may lease Unyte-iLs Equipment as provided in the Order Documentation, and this Section 9 shall govern Customer's lease of the Unyte-iLs Equipment. Unless otherwise stated in the Order Documentation, Fees for renting Unyte-iLs Equipment shall be included in the Fees for a Subscription. If stated in the Order Documentation, Customer may use any Fees to count towards a purchase of the Unyte-iLs Equipment, in which case Customer shall be the owner of the Unyte-iLs Equipment upon the completion of all payments required by the Order Documentation.
- 9.2. **Encumbrances.** Customer shall not transfer, sell, pledge, loan or encumber rented Unyte-iLs Equipment in any way. Upon request, Customer shall inform Unyte-iLs of the location of the Unyte-iLs Equipment during the rental period.

- 9.3. Maintenance, Loss, or Theft. Customer shall keep and maintain any rented Unyte-iLs Equipment in a good state of repair, normal wear and tear excepted, throughout the Rental Term at Customer's own cost and expense. Customer shall be responsible for rented Unyte-iLs Equipment, and in the event of loss or theft of rented Unyte-iLs Equipment, Customer shall be responsible for the full replacement cost of such equipment.
- 9.4. Returning Unyte-iLs Equipment. At the end of the Service Term, provided that Customer has not purchased the rented Unyte-iLs Equipment as described in this Section 9, Customer shall be responsible for delivering the Unyte-iLs Equipment to Unyte-iLs. To return the Unyte-iLs Equipment, contact Unyte-iLs through service@integratedlistening.com to obtain a Return Material Authorization (RMA) number, shipping address and instructions. You must: (i) package the Unyte-iLs Equipment in the original, unmarked packaging including, accessories, manuals, and documentation; (ii) include the RMA number in the packaging; and (iii) prepay all shipping charges. Unyte-iLs reserves the right to refuse or return at your expense any Unyte-iLs Equipment not sent in compliance with this Section. Unyte-iLs recommends that you use a carrier that offers shipment tracking for all returns and either insure your package for safe return to Unyte-iLs or declare the full value of the shipment so that you are protected if the shipment is lost or damaged in transit. You are fully responsible for the cost of shipping and any loss or damage during shipping

10. TERM AND TERMINATION.

- 10.1. Service Term. If Customer purchases a Subscription and/or rents Unyte-iLs Equipment, this Agreement is effective until the end of the initial term set forth in the Order Documentation (the "Initial Term"). For any rentals or purchases Unyte-iLs Equipment, an additional five (5) days shall be added to the Initial Term to account for shipping. At the end of the Initial Term, this Agreement will automatically renew for additional terms of the same length as the Initial Term (each, a "Renewal Term," and together with the Initial Term, the "Service Term") unless either party gives written or verbal notice of non-renewal at least thirty (30) days before the end of the then-current term. Customer cannot cancel or terminate a Service Term except as expressly permitted by Section 10.3 (Termination for Cause).
- 10.2. Suspension of Service. Unyte-iLs may suspend Customer's access to the Unyte-iLs Service if: (i) Customer's account is overdue or (ii) Customer has exceeded its Scope of Use limits. Unyte-iLs may also suspend Customer's access to the Unyte-iLs Service, remove Customer data or disable Third Party Products or services if it determines that: (a) Customer has breached Sections 4 (Use Rights) or 6 (Customer Obligations) or (b) suspension is necessary to prevent harm or liability to other customers or third parties or to preserve the security, stability, availability or integrity of the Unyte-iLs Service. Unyte-iLs will have no liability for taking action as permitted above. For avoidance of doubt, Customer will remain responsible for payment of Fees during any suspension period. However, unless this Agreement has been terminated, Unyte-iLs will cooperate with Customer to restore access to the Unyte-iLs Service once it verifies that Customer has resolved the condition triggering suspension.
- 10.3. Termination for Cause. Either party may terminate this Agreement if the other party: (i) fails to cure any material breach of this Agreement (including a failure to pay Fees) within thirty (30) days after written notice detailing the breach; (ii) ceases operation without a successor; or (iii) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter). Unyte-iLs may also terminate this Agreement immediately if Customer breaches Sections 4 (Use Rights) or 6 (Customer Obligations), for repeated violations of other Sections of this Agreement, or if applicable, a breach of the parties' Business Associate Agreement.
- 10.4. Effect of Termination. Upon any expiration or termination of this Agreement: (i) Customer's license rights shall terminate and it must immediately cease use of the Unyte-iLs Service (including any related Unyte-iLs Technology) and delete (or, at Unyte-iLs' request, return) any and all copies of any Unyte-iLs documentation, passwords or access codes and any other Unyte-iLs Confidential Information in Customer's possession, custody or control and (ii) Customer's right to access any Customer data in the applicable Unyte-iLs Service will cease and unless otherwise precluded by a Business Associate

Agreement, Unyte-iLs may delete any such data in its possession at any time. If Unyte-iLs terminates this Agreement for cause as provided in Section 10.3 (Termination for Cause), any payments for the remaining portion of the Service Term will become due and must be paid immediately by Customer, and Customer shall return any rented Unyte-iLs Equipment. Except where this Agreement specifies an exclusive remedy, all remedies under this Agreement, including termination or suspension, are cumulative and not exclusive of any other rights or remedies that may be available to a party.

- 10.5. **Survival.** The following Sections, together with any of Customer's outstanding payment obligations, survive any expiration or termination of this Agreement: 2 (Definitions); 4.3 (General Restrictions); 4.4 (Beta Releases and Free Access Subscriptions); 5.1 (Aggregate/Anonymous Data); 10.4 (Effect of Termination); 10.5 (Survival); 11 (Confidential Information); 12 (Unyte-iLs Technology); 13 (Indemnification); 15 (Disclaimers); 16 (No Guaranty of Therapeutic Effect); 17 (Limitations of Liability); 18 (Third-Party Products and Integrations); and 19 (General).

11. CONFIDENTIAL INFORMATION.

- 11.1. **Obligation of Confidentiality.** Each party (as the receiving party) must: (i) hold in confidence and not disclose the other party's Confidential Information to third parties except as permitted by this Agreement; and (ii) use the other party's Confidential Information only to fulfill its obligations and exercise its rights under this Agreement. Each party may share the other party's Confidential Information with its employees, agents or contractors having a legitimate need to know (which, for Unyte-iLs, includes the subcontractors referenced in Section 19.5), provided that such party remains responsible for any recipient's compliance with the terms of this Section 11 and these recipients are bound to confidentiality obligations no less protective than this Section.
- 11.2. **Exclusions.** These confidentiality obligations do not apply to (and Confidential Information does not include) information that: (i) is or becomes public knowledge through no fault of the receiving party; (ii) was known by the receiving party prior to receipt of the Confidential Information; (iii) is rightfully obtained by the receiving party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by the receiving party without using the disclosing party's Confidential Information. A party may also disclose the other party's Confidential Information to the extent required by law or court order, provided it gives advance notice (if permitted by law) and cooperates in any effort by the other party to obtain confidential treatment for the information.
- 11.3. **Remedies.** The parties acknowledge that disclosure of Confidential Information may cause substantial harm for which damages alone may be an insufficient remedy, and so upon breach of this Section each party is entitled to seek appropriate equitable relief in addition to any other remedies it may have at law.

12. UNYTE-ILS TECHNOLOGY.

- 12.1. **Ownership and Updates.** This is an agreement for access to and use of the Unyte-iLs Service. Customer acknowledges that it is obtaining only a limited right to use the Unyte-iLs Service and that irrespective of any use of the words "purchase", "sale" or similar terms, no ownership rights are transferred to Customer under this Agreement except for the Unyte-iLs Equipment specifically purchased (not merely rented) by Customer. Customer agrees that Unyte-iLs (or its suppliers) retains all rights, title and interest (including all intellectual property rights) in and to all Unyte-iLs Technology (which is deemed Unyte-iLs' Confidential Information) and reserves any licenses not specifically granted herein. The Unyte-iLs Service is offered as an on-line, hosted product. Accordingly, Customer acknowledges and agrees that it has no right to obtain a copy of the software behind any Unyte-iLs Service and that Unyte-iLs at its option may make updates, bug fixes, modifications or improvements to the Unyte-iLs Service from time-to-time.
- 12.2. **Feedback.** If Customer elects to provide any suggestions, comments, improvements, information, ideas or other feedback or related materials to Unyte-iLs (collectively, "Feedback"), Customer hereby grants Unyte-iLs a worldwide, perpetual, non-revocable, sublicensable, royalty-free right and license to use,

copy, disclose, license, distribute and exploit any such Feedback in any manner without any obligation, payment or restriction based on intellectual property rights or otherwise. Nothing in this Agreement limits Unyte-iLs' right to independently use, develop, evaluate or market products, whether incorporating Feedback or otherwise.

13. INDEMNIFICATION.

Customer will indemnify and hold Unyte-iLs harmless from and against any third-party claims and related costs, damages, liabilities and expenses (including reasonable attorney's fees) arising from or pertaining to (i) any Customer data or Customer Property (including services or products provided through such property), (ii) breach or alleged breach of Section 6 (Customer Obligations), (iii) any claim of a governmental entity or other party that you have violated any law, rule, or regulation, or (iv) if applicable, alleged breach or breach of Customer's obligations contained in the Business Associate Agreement. Customer also agrees to defend Unyte-iLs against these claims at Unyte-iLs' request, but Unyte-iLs may participate in any claim through counsel of its own choosing and the parties will reasonably cooperate on any defense. Customer must not settle any claim without Unyte-iLs' prior written consent if the settlement does not fully release Unyte-iLs from liability or would require Unyte-iLs to admit fault, pay any amounts or take or refrain from taking any action.

14. WARRANTY

- 14.1. Limited Equipment Warranty. Unyte-iLs extends the warranty of one (1) year from the time of shipping to Customer on the Unyte-iLs Equipment purchased or leased to Customer. Proof of purchase shall be required. This limited warranty excludes damage resulting from: (i) improper care or handling (including, without limitation, proximity to moisture or heat), (ii) accidents, (iii) modification, (iv) unauthorized repairs, (v) use of Unyte-iLs Equipment with accessories, products, services or software applications not expressly approved or provided by Unyte-iLs, (vi) use of Unyte-iLs Equipment in a manner contrary to, or not in accordance with, the documentation, guidelines or instructions provided by Unyte-iLs.
- 14.2. Limited Warranty Claim Process. If you have a valid claim for Unyte-iLs Equipment, contact Unyte-iLs through service@integratedlistening.com to obtain a Return Material Authorization (RMA) number, shipping address and instructions. You must: (a) comply with the requirements of this Section 14, (b) provide proof of purchase, (c) package the Unyte-iLs Equipment in the original, unmarked packaging including, accessories, manuals, and documentation, (d) include the RMA number in the packaging, (e) include a description of the problem, and (f) prepay all shipping charges. Unyte-iLs reserves the right to refuse or return at your expense any Unyte-iLs Equipment not sent in compliance with this Section. Unyte-iLs recommends that you use a carrier that offers shipment tracking for all returns and either insure your package for safe return to Unyte-iLs or declare the full value of the shipment so that you are protected if the shipment is lost or damaged in transit. You are fully responsible for the cost of shipping and any loss or damage during shipping.

15. DISCLAIMERS.

EXCEPT AS OTHERWISE CONTEMPLATED HEREIN, ALL UNYTE-ILS TECHNOLOGY AND RELATED SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, AND NEITHER UNYTE-ILS NOR ITS SUPPLIERS MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. UNYTE-ILS MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT UNYTE-ILS TECHNOLOGY WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS OR THAT UNYTE-ILS TECHNOLOGY WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE. THE DISCLAIMERS IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, ANY STATUTORILY REQUIRED WARRANTIES UNDER APPLICABLE LAW, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD AND MAXIMUM EXTENT PERMITTED BY LAW.

16. NO GUARANTY OF THERAPEUTIC EFFECT.

UNYTE-ILS PRODUCTS ARE FOR INFORMATION PURPOSES ONLY AND ARE NOT INTENDED TO BE USED FOR MEDICAL OR DIAGNOSTIC RELATED PURPOSES. UNYTE-ILS IS NOT A LICENSED MEDICAL OR HEALTH-CARE PROVIDER AND HAS NO EXPERTISE IN DIAGNOSING, EXAMINING, OR TREATING MEDICAL CONDITIONS OF ANY KIND. STATEMENTS ON UNYTE-ILS' SITE HAVE NOT BEEN EVALUATED BY THE FDA, AND THE PRODUCTS ARE NOT INTENDED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY DISEASE. UNYTE-ILS PRODUCTS ARE NOT MEDICAL DEVICES, NOR SHOULD THEY BE CONSIDERED A MEDICAL INSTRUMENT. UNYTE-ILS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE. UNYTE-ILS MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE SERVICE WILL MEET THE REQUIREMENTS OR EXPECTATIONS OF CUSTOMER OR THAT THE SERVICE WILL PRODUCE THERAPEUTIC RESULTS. IT IS SOLELY THE RESPONSIBILITY OF EACH USER TO DETERMINE WHICH PATIENTS/CLIENTS MAY BENEFIT FROM THE SERVICE, TO PROPERLY MONITOR AND EVALUATE THEIR PATIENTS/CLIENTS WHO USE THE SERVICE, AND TO DISCONTINUE USE OF THE SERVICE IF A PATIENT/CLIENT IS NOT ACHIEVING THE DESIRED RESULTS. EACH CUSTOMER AND THEIR AUTHORIZED USERS ARE SOLELY RESPONSIBLE FOR ALL THERAPEUTIC DECISIONS AND CARE OF THEIR PATIENTS/CLIENTS. UNYTE-ILS IS NOT RESPONSIBLE OR LIABLE IN ANY MANNER FOR THERAPEUTIC DECISIONS OR ACTIONS TAKEN (OR NOT TAKEN) BY AUTHORIZED USERS RELATED TO THE UNYTE-ILS SERVICE.

17. LIMITATIONS OF LIABILITY.

TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL UNYTE-ILS OR ITS SUPPLIERS BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, INTERRUPTION OF BUSINESS, LOST PROFITS, COSTS OF DELAY, REPUTATIONAL HARM, OR ANY INDIRECT, SPECIAL, INCIDENTAL, COVER, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED, EVEN IF INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL UNYTE-ILS' OR ITS SUPPLIERS' TOTAL LIABILITY EXCEED IN AGGREGATE THE AMOUNT ACTUALLY PAID OR PAYABLE BY CUSTOMER TO UNYTE-ILS FOR THE APPLICABLE UNYTE-ILS SERVICE OR RELATED SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. FOR FREE ACCESS SUBSCRIPTIONS OR BETA RELEASES PROVIDED WITHOUT CHARGE, UNYTE-ILS' TOTAL LIABILITY SHALL NOT EXCEED IN AGGREGATE FIFTY U.S. DOLLARS (\$50 US).

THE LAWS IN SOME JURISDICTIONS MAY NOT ALLOW SOME OF THE LIMITATIONS OF LIABILITY IN THIS SECTION. IF ANY OF THESE LAWS IS FOUND TO APPLY TO THIS AGREEMENT, THIS SECTION 17 SHALL APPLY TO THE MAXIMUM EXTENT NOT PROHIBITED BY SUCH LAW. EACH PARTY ACKNOWLEDGES AND AGREES THAT THIS SECTION 17 IS A FUNDAMENTAL BASIS OF THE BARGAIN AND A REASONABLE ALLOCATION OF RISK BETWEEN THE PARTIES AND WILL SURVIVE AND APPLY TO ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY UNYTE-ILS TECHNOLOGY OR ANY RELATED SERVICES, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF ANY LIMITED REMEDY IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

18. THIRD-PARTY PRODUCTS AND INTEGRATIONS.

If Customer uses Third-Party Products in connection with the Unyte-iLs Services, those products may make Third-Party Content available to Customer and may access Customer's instance of the Unyte-iLs Service, including Customer data. Unyte-iLs does not warrant or support Third-Party Products or Third-Party Content (whether or not these items are designated by Unyte-iLs as "powered", "verified" or otherwise) and disclaims all responsibility and liability for these items and their access to the Unyte-iLs Services, including their modification, deletion, disclosure or collection of Customer data. Unyte-iLs is not responsible in any way for Customer data once it is transmitted, copied or removed from the Unyte-iLs Services.

19. GENERAL.

- 19.1. **Assignment.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement without the advance written consent of the other party, except that Unyte-iLs may assign this Agreement without consent to an Affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets or

voting securities. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 19.1 will be null and void.

- 19.2. **Notices.** Any notice or communication under this Agreement must be in writing. Customer must send any notices under this Agreement (including breach notices) to Unyte-iLs at the following address: 2821 S. Parker Road, Suite 800, Aurora, CO 80014, and include "Attn. Legal Department" in the subject line. Unyte-iLs may send notices to the e-mail addresses on Customer's account or, at Unyte-iLs' option, to Customer's last-known postal address. Unyte-iLs may also provide operational notices regarding the Unyte-iLs Service or other business-related notices through conspicuous posting of such notice on Unyte-iLs' website or the Unyte-iLs Service. Each party hereby consents to receipt of electronic notices. Unyte-iLs is not responsible for any automatic filtering Customer or its network provider may apply to email notifications.
- 19.3. **Interpretation and Headings.** When a reference is made in this Agreement to Sections, such reference shall be to a Section of this Agreement unless otherwise indicated. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. References to singular number shall include references to the plural number and vice versa, unless the context clearly indicates otherwise.
- 19.4. **Publicity.** Unyte-iLs may use Customer's name, logo and marks (including marks on Customer Properties) to identify Customer as a Unyte-iLs customer on Unyte-iLs' website and other marketing materials.
- 19.5. **Subcontractors.** Unyte-iLs may use subcontractors and permit them to exercise the rights granted to Unyte-iLs in order to provide the Unyte-iLs Service and related services under this Agreement. These subcontractors may include, for example, Unyte-iLs' hosted service and CDN providers. However, subject to all terms and conditions herein, Unyte-iLs will remain responsible for: (i) compliance of its subcontractors with the terms of this Agreement; and (ii) the overall performance of the Unyte-iLs Services if and as required under this Agreement.
- 19.6. **Subpoenas.** Nothing in this Agreement prevents Unyte-iLs from disclosing Customer data to the extent required by law, subpoenas, or court orders, but Unyte-iLs will use commercially reasonable efforts to notify Customer where permitted to do so.
- 19.7. **Independent Contractors.** The parties to this Agreement are independent contractors, and this Agreement does not create a partnership, joint venture, employment, franchise, or agency relationship. Neither party has the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.
- 19.8. **Force Majeure.** Neither party will be liable for any delay or failure to perform its obligations under this Agreement (except payment obligations) if the delay or failure is due to causes beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, natural disaster, national emergency, failure or reduction of power or telecommunications or data networks or services, or government act.
- 19.9. **Amendments; Waivers.** Unyte-iLs may update or modify this Agreement (including referenced policies and other documents) from time to time. If Unyte-iLs modifies the Agreement during Customer's Service Term, the modified version will take effect upon the next Renewal Term, except that: (i) changes to the policies referenced herein will take effect thirty (30) days from the date of posting; (ii) if Unyte-iLs launches new products or optional features that require opt-in acceptance of new terms, those terms will apply upon Customer's acceptance; and (iii) any updated or modified Agreement will take effect immediately for Free Access Subscriptions or if the Subscription changes following the modification. Customer may be required to click through the updated Agreement to show acceptance; in any event, continued use of Free Access Subscriptions or any Renewal Term following the update shall constitute acceptance of the updated Agreement. If Customer does not agree to the updated Agreement after it takes effect, Customer will no longer have the right to use the Unyte-iLs Service.

Except as otherwise described in this Section, any modification or amendment to this Agreement must be made in writing and signed by a duly authorized representative of each party (each in its discretion). No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement. Waivers must be made in writing and executed by a duly authorized representative of the waiving party.

- 19.10. Severability. If any provision of this Agreement is found by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this Agreement may otherwise remain in effect.
- 19.11. No Third Party Rights. Nothing in this Agreement confers on any third party the right to enforce any provision of this Agreement. Customer acknowledges that each Subscription only permits use by and for the legal entity or entities identified in the Agreement and not any Affiliates.
- 19.12. Attorneys' Fees and Costs. The substantially prevailing party in any action to enforce this Agreement will be entitled to recover its reasonable attorneys' fees and costs for the action.
- 19.13. Entire Agreement. This Agreement represents the parties' complete and exclusive understanding relating to the Agreement's subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Unyte-iLs Technology or any other subject matter covered by this Agreement. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Agreement. The Uniform Computer Information Transactions Act (UCITA) shall not apply to this Agreement regardless of when or where adopted. Any terms provided by Customer (including as part of any purchase order or other business form used by Customer) are for administrative purposes only, and have no legal effect.
- 19.14. Governing Law; Jurisdiction and Venue. This Agreement is governed by the laws of the State of Colorado and the United States, without regard to choice or conflict of law rules thereof. The parties hereby irrevocably agree that exclusive jurisdiction and venue for actions related to the subject matter of this Agreement shall be the state courts located in Denver County, Colorado or the United States District Court for the District of Colorado, and both parties submit to the personal jurisdiction of these courts.
- 19.15. Dispute Resolution. **THE PARTIES IRREVOCABLY AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION.**
- 19.16. Order of Precedence. In the event of a conflict between this Agreement and the provisions of the Terms, the terms of this Agreement shall govern.