GENERAL TERMS EXHIBIT

1. **DEFINITIONS**. Certain capitalized terms not otherwise defined in this Agreement have the meaning set forth or cross-referenced in this Section 1.

1.1 ***Affiliate*** means, with respect to a party, an entity that, directly or indirectly, controls, is controlled by or is under common control with such party, where "control" means ownership of more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of such entity.

1.2 ***Agreement*** means, collectively, the Order and any exhibits referenced thereto.

1.3 ***Authorized User*** means, collectively, any individual employees, agents, or contractors of Member accessing or using the Products, under rights granted to Member pursuant to this Agreement. Authorized Users are limited to natural persons.

1.4 ***Confidential Information*** means all proprietary and confidential information and materials including, without limitation, information relating to a Party's business and marketing plans and processes, rates, fees and other terms of pricing of the Products and Services, customers, software, and technology, or quality of performance of the Products and Services of a party (the "***Disclosing Party***") that the receiving party (***"Receiving Party***") knows or reasonably should know is confidential given the nature of the information and circumstances surrounding disclosure. Confidential Information will not include information (i) already known or independently developed by the recipient, (ii) in the public domain through no wrongful act of the recipient, or (iii) received by the recipient from a third party who was authorized to disclose it. Member's Confidential Information will include "Personally Identifiable Information" about Member and its Authorized Users made available by Member to WebPT through the Products.

1.5 ***Documentation*** means the technical specifications, knowledge database information, training documents and/or related documentation that WebPT makes generally available to customers or the users of the Products, and that describe the features, functions and operation of the Products.

1.6 ***End User*** means any individual, including patients and care partners served by Member, authorized by Member to access and use the End User Application who has agreed to WebPT's or its Affiliates corresponding terms and conditions (the "**End User Terms of Service**") prior to access and use of the End User Application.

1.7 ***End User Application*** means the End User-facing portal or application made available to End Users by WebPT in connection with the Products, which may be branded by Member if agreed on the applicable Order.

1.8 ***Intellectual Property Rights*** means all intellectual property rights, howsoever arising and in whatever media, whether or not registered, including patents, copyrights, trademarks, service marks, trade names, design rights, database rights, and any applications for the protection or registration of such rights and all renewals, and extensions thereof throughout the world.

1.9 ***Member*** shall mean the entity identified on an applicable Order.

1.10 ***Member Data*** means Member's (or its patients') data, text, pictures, sound, graphics, video and other content transmitted, collected, used, processed, stored, or generated through or as the result of the use of the Products and Services.

1.11 ***Member Marks*** means the trademarks, service marks, and trade names of Member.

1.12 ***Order*** means WebPT's standard purchase order form, executed by both Parties, that incorporates these terms and sets forth the Products and Services, any restrictions on such use, and/or any other relevant information relating to the Products and Services; the period of time of such Order as set forth therein, the schedule of payments for the performance of such Products and Services, and any unique additional terms.

1.13 ***Personally Identifiable Information*** means information that personally identifies a person or entity, including, without limitation, an individual's social security number or other government-issued identification number, date of birth, address, or an individual's name in combination with any other of the elements listed herein.

1.14 ***Product*** means the software applications made available by WebPT that are ordered by Member under an Order, and which (unless otherwise specified by WebPT) will be made available (unless otherwise identified on the Order) on a Software-as-a-Service ("***SaaS***") basis.

1.15 ***Product IP*** means all technologies (including software) and all Intellectual Property Rights incorporated in or reading on (i) any Product,

and (ii) the Documentation, including any update or upgrade to the foregoing delivered during the term of an Order.

1.16 ***Services*** means, collectively, the Billing Services (as defined in a separate exhibit) and any related remote or in-person training, and other professional services.

2. PRODUCT ACCESS, USE, AND MAINTENANCE.

2.1 Access. WebPT shall provide to Member the Products and Services set forth on the applicable Order. Certain Product subscriptions include the right to certain upgrades, releases, and updates (major and minor) in line with WebPT's policies, and all of the foregoing are delivered subject to the terms and conditions of the Agreement. WebPT, from time to time, may modify, upgrade or otherwise change the manner in which the Products are provided (including but not limited to, Product features, or operating environment), so long as such Products are substantially comparable or superior to the prior Products). Member may establish and/or request WebPT to provide, the necessary passwords and usernames for Authorized Users, subject to this Article 2. WebPT may, from time to time, provision certain Products and Services through an Affiliate and references in this Agreement to "WebPT" shall be deemed to incorporate such Affiliates where applicable.

2.2 Orders for Additional Products or Services. Member may order additional Products or Services made available by WebPT at any time by submitting sales orders to WebPT for such Products or Services. Should such sales orders be accepted by WebPT, the additional Products or Services provided shall be added to the applicable Order, and shall be deemed part of the Products and Services provided pursuant to this Agreement. WebPT shall enable such additional Products or Services within a commercially reasonable time after acceptance of such sales order(s). In no event shall any pre-printed terms appearing on any purchase or sales orders generated by Member be deemed part of this Agreement.

2.3 Permitted Use. Subject to the terms and conditions of this Agreement (including, without limitation, payment of fees and the usage restrictions below), WebPT hereby grants Member a non-exclusive, non-transferable (except as permitted in Section 16.8), non-sub-licensable right to access the features and functions of the Products during the term of the applicable Order. The foregoing license is granted solely for use by Authorized Users in accordance with the terms and conditions herein and in the applicable exhibit(s); and solely for use in the operation of Member's business.

2.4 Restrictions on Use. Member will not, and will not permit any Authorized Users or third parties to, (i) copy or duplicate any of the Product IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Product IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Product IP, or attempt to do any of the foregoing, and Member acknowledges that nothing in this Agreement will be construed to grant Member any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Product IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of WebPT; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Product IP; (v) use the Products in violation of this Agreement; (vi) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Product IP; (vii) assign, sub-license, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Member's limited license rights to use the Products; or (viii) access the Product to build a competitive product or service, or copy any ideas, features, functions, or graphics of the Product; or (ix) permit any third party not authorized by WebPT to access the Products or Services, or use any output, data, documentation, or other information obtained through the Products or Services as training data for any machine learning model, artificial intelligence system, or automated system, whether directly or through intermediaries

2.5 Restrictions on Automated Access & Data Use

2.5.1 Member shall not and shall not permit any third party or automated system (including AI agents, web scrapers, or large language models) to access, collect, or process any data, content, or outputs from the Products or Services for the purpose of training, fine-tuning, or otherwise developing any machine learning model or artificial intelligence system, whether directly or through derivative works.

2.5.2 Access to Products and Services shall be subject to rate limiting, tiered authentication based on data sensitivity classification, and mandatory access logging. provider reserves the right to revoke or restrict user credentials upon detection of anomalous consumption patterns.

2.5.3 WebPT shall retain the right to audit Member's usage patterns, including inspection of sequential export volumes and automated access frequency, upon thirty (30) days' written notice or immediately upon reasonable suspicion of breach.

2.5.4 All Product IP generated via the Products or Services remain subject to use restrictions and may not be sublicensed or used as training data.

2.6 Protection; Retained Rights; Ownership. Member acknowledges that WebPT and its licensors own all Intellectual Property Rights in and to the Products and Services (including all components thereof) and all work product, developments, inventions, technology or materials provided under this Agreement. WebPT reserves all rights not expressly granted to Member in this Agreement. Member will not engage in any act or omission that would impair WebPT's and/or its licensors' Intellectual Property Rights in the Products and Services, and any other materials, information, processes or subject matter proprietary to WebPT. Member further acknowledges that WebPT retains the right to use the foregoing for any purpose in WebPT's sole discretion.

2.7 Authorized Users. Any act or omission by an Authorized User that, if done by Member, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Member. Failure of any Authorized User to comply with this Article 2 may be a breach of the Agreement and may result in, among other things, the termination of the Agreement and/or the denial of access to one or more of the Products. Member agrees to provide true, accurate and complete information about itself and its Authorized Users in connection with the Products and Services. Member and its Authorized Users shall keep their respective login IDs, passwords and other account details (collectively, "***User Credentials***") confidential, and shall not share them with anyone else. Member shall promptly notify WebPT if it, or any of its Authorized Users, learns of or believes that any loss, theft, or unauthorized use of User Credentials, or any breach of the security of the Products. WebPT cannot and will not be liable for any loss or damage arising from any unauthorized access or use of User Credentials.

2.8 Documentation. Subject to the terms and conditions contained in this Agreement, Member will have access to Documentation during the Term solely for Member's internal purposes in connection with its permitted use of the Products.

2.9 Support. WebPT shall provide support for the Products to which Member has subscribed in accordance with the Service Levels and Technical Support Exhibit. Additionally, WebPT shall comply with the terms of the Service Level and Technical Support Exhibit.

2.10 Specific Member Covenants.

2.10.1 Unlawful or Unacceptable Use. Member shall not upload, transmit or post any material or Member Data, or engage in any other use of the Products, that violates any law, rule or regulation, defames or libels any other person or entity, infringes any other person's or entity's rights, including, without limitation, any Intellectual Property Rights or privacy rights, or otherwise could impose civil or criminal liability. WebPT reserves the right to notify any governmental entity, law enforcement authority, or any other party that it deems appropriate in its sole discretion, of any such activity. Uploading, posting or transmitting any Member Data that infringes any patent, trademark, trade secret, copyright, publicity or proprietary right of any person or entity will be grounds for immediate termination of the Products and Services or other corrective action. WebPT reserves the right, but does not assume any obligation, to determine in its sole discretion what is and is not acceptable Member Data in connection with the Products, to limit placement of any Member Data in a database or on any other area provided in connection with the Products and Services, to use commercially reasonable efforts to remove, alter or block access to any offensive, objectionable, or unacceptable Member Data immediately and without prior notice, to determine in its sole discretion what is and is not an appropriate conduct and use of any of the Products, and to cease providing or bar access to any or all of the Products to any user at any time, for any reason or for no reason, without prior notice. WebPT reserves the right, but does not assume any obligation, to monitor and investigate complaints regarding any of the foregoing, and Member agrees to grant WebPT access to Member's account at any time without notice, and to cooperate fully with WebPT in providing access and information as may be requested at any time and from time to time. Member agrees that any reservation of rights by WebPT imposes no obligation of any kind on WebPT to take any of the foregoing actions.

2.10.2 Unauthorized Access. Member shall not access, or attempt to access, another person's or entity's accounts without proper authorization to do so, or attempt to disrupt or interfere with the Products in any manner.

2.10.3 Connectivity. Member is solely responsible for all telecommunication or Internet connections required to access the Products, as well as all hardware and software at its facilities needed to access the Products.

2.10.4 Compliance with Laws and Export. In connection with Member's access to and use of the Products, Member is responsible for complying with all applicable laws, regulations and policies of all relevant jurisdictions, including all laws governing text-messaging including, but not limited to, the CAN-SPAM Act of 2003 ("CAN-SPAM") or the Telephone Consumer Protection Act. 47 U.S.C. § 227, *et. seq* ("TCPA"), or when using the Products that involve text messages, telephone messages or

email messages, Member agrees that it is the sole or designated "sender" as defined by CAN-SPAM or TCPA and Member shall only communicate with individuals from whom Member has the legally required consent. Without limiting the foregoing, Member agrees that it will not use the Products for any unlawful purpose, and Member will not export, directly or indirectly, the Products to any country for which the United States requires any export license or other governmental approval without first obtaining such license or approval.

2.10.5 Other Activities. Member shall not engage in any other activity in its use of the Products that WebPT determines in its sole discretion may be harmful to other users of the Products or the Products or Services.

2.11 Suspension. Notwithstanding anything to the contrary in this Agreement, WebPT may temporarily suspend Member's and any Authorized User's access to any portion or all of a Product and/or Services if (i) WebPT reasonably determines that (a) there is a threat or attack on any Product or any of the Product IP; (b) Member's or any Authorized User's use of the Product or Product IP disrupts or poses a security risk to the Product IP or any other customer or vendor of WebPT; (c) Member or any Authorized User is/are using the Product or any Product IP for fraudulent or illegal activities; (d) WebPT's provision of the Service to Member or any Authorized User is prohibited by applicable law; or (e) Member's violation of Sections 2.4 or 2.5; or (ii) any vendor of WebPT has suspended or terminated WebPT's access to or use of any third party services, products or Intellectual Property Rights required to enable Member to access the Product IP (each such suspension, in accordance with this Section, a "***Service Suspension***"); or (iii) for Member's non-payment of the Products or Services within fifteen (15) days of its payment due date. WebPT will use commercially reasonable efforts to resume providing access to the Products as soon as reasonably possible after the event giving rise to the Service Suspension is cured. WebPT will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Member or any Authorized User may incur as a result of a Service Suspension.

3. MEMBER LICENSE GRANTS.

3.1 Data. Member (on its own behalf and on behalf of its Authorized Users) grants WebPT and its Affiliates the right to use the Member Data as necessary to perform its obligations under this Agreement. WebPT's use of Protected Health Information (as defined in the Business Associated Agreement Exhibit) contained in the Member Data is also subject to the Business Associate Agreement Exhibit. Notwithstanding the foregoing, WebPT may use Member Data to analyze use of the Products and Services, improve the Products and Services and identify trends and best practices related to the Products and Services; and to create Aggregated Statistics (as defined in Section 4). WebPT may, at the direction of Member, modify Member Data for administrative purposes. Member and its Authorized Users shall ensure they have obtained all rights, consents and authorizations necessary to license the Member Data to WebPT and its Affiliates as set forth herein.

3.2 Member Marks. Member hereby grants to WebPT and its Affiliates a limited, non-transferable (except as permitted in Section 16.8), non-sub-licensable, non-exclusive license, during the Term, to use, reproduce, display, and distribute the Member Marks solely in connection with and solely as necessary to provide the Products and Services to Member and its Authorized Users, subject to the terms of this Agreement. WebPT shall comply with Member's then-current policies regarding the use of Member's Marks.

3.3 Feedback. Member and/or its Authorized Users may provide suggestions, comments or other feedback to WebPT with respect to the Products and Services ("***Feedback***"). Feedback is voluntary and WebPT is not required to hold it in confidence. Feedback may be used by WebPT for any purpose without obligation or restriction of any kind, on a perpetual, unlimited, royalty-free, sub-licensable, transferable basis.

4. DATA MATTERS.

4.1 Data Ownership. WebPT agrees that Member Data (which shall also be known and treated by WebPT as Confidential Information) is the exclusive property of Member. Member Data is and shall remain the sole and exclusive property of Member and all right, title, and interest in the same is reserved by Member (subject to the limited license granted above, and without limiting WebPT's rights to Aggregated Statistics (as defined below)).

4.2 De-Identification, Anonymization, and Data Aggregation. Notwithstanding anything else in this Agreement or otherwise, Member hereby grants WebPT and its Affiliates, subcontractors and Third Party Product providers (as applicable) a perpetual, irrevocable, royalty-free, paid-up, worldwide license to monitor Member's use of the Products and Services and to extract, compile, synthesize, and create anonymized, de-identified, and/or aggregated datasets from Member Data (collectively, "Processed Data"). For purposes of this Agreement, "Processed Data" expressly includes:

a) De-Identified and Anonymized Data: Underlying dataset elements, metric identifiers, transactional rows, or longitudinal clinic records derived from Member Data that have been fully stripped of all direct and indirect personal identifiers in accordance with the safe harbor or expert determination standards of applicable privacy laws, including the Health Insurance Portability and Accountability Act (HIPAA).

b) Aggregated Data and Statistics: Statistical performance, macro-trend benchmarks, and pooled usage metrics compiled across multiple customer data sources where no individual Member or patient can be identified.

The Parties expressly acknowledge and agree that once Processed Data is created, it ceases to constitute Member Data, Protected Health Information, or Confidential Information under this Agreement. As between WebPT and Member, all right, title, and interest in and to the Processed Data, and all Intellectual Property Rights therein, belong to and are retained solely by WebPT. Member acknowledges and agrees that WebPT may use, license, copy, distribute, publish, and exploit such Processed Data to the maximum extent permitted by applicable law for any lawful commercial purpose, including but not limited to: (a) training, fine-tuning, validating, and developing machine learning models, artificial intelligence systems, and algorithmic software tools; (b) creating commercial benchmark products, industry trend reports, or data analytics software; and (c) optimizing internal service performance and security configurations.

As between WebPT and Member, all right, title, and interest in and to the Aggregated Data (including both Aggregated Member Data and Aggregated Statistics), and all Intellectual Property Rights therein, belong to and are retained solely by WebPT. Member acknowledges and agrees that WebPT may: (a) make such Aggregated Data available to third parties (including commercial benchmark reporting or data products) in a manner which does not identify Member or any individual data subject; and (b) use such Aggregated Data to the extent and manner permitted by applicable law or regulation for purposes of data gathering, historical analysis, machine learning model training, algorithm development, and overall service enhancement.

4.3

5. PROFESSIONAL SERVICES.

5.1 Professional Services. If separately agreed by the Parties pursuant to a separate statement of work, WebPT may provide certain professional services, e.g., integrations of the Products, e.g., into Member's operating environment or with third party systems (collectively, ***"Professional Services***"). All such Professional Services shall be separately negotiated in a statement of work referencing this Agreement between the Parties. Member acknowledges and agrees that WebPT is under no obligation to provide such Professional Services, unless separately agreed in writing executed by an authorized representative of WebPT.

6. PAYMENT.

6.1 Payment. Member will pay all fees specified in an Order (the "***Fees***"). Except as otherwise specified herein or in an Order, (i) fees are based on Product and Service subscriptions purchased and not actual usage (unless priced on usage), (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term. Member will provide WebPT with valid and updated credit card information or ACH information and hereby authorizes WebPT to charge such credit card or authorize such ACH for all Products and Services listed in the Order for the Initial Term and any renewal terms as set forth in Section 7.1 below. Unless otherwise specified in an Order, such charges for subscription fees shall be made in advance, either monthly or in accordance with any different billing frequency stated in the applicable Order. Such charges for Billing Services shall be made on a monthly schedule pursuant to WebPT's then-current billing practices. WebPT will be reimbursed, at cost actually incurred, for expenses that have been approved in advance and in writing by Member. Invoiced fees are due upon receipt. Member is responsible for providing complete and accurate billing and contact information to WebPT and notifying WebPT of any changes to such information. All payment obligations under this Agreement are non-cancelable and all Fees paid are non-refundable.

6.2 Subscription Additions. In the event Member wishes to increase the number of subscriptions of a Product, each additional subscription will be the same unit cost of the current subscriptions.

6.3 Fee Increases. WebPT may increase the Fees at its election upon 30 days' notice once per 12-month period (a) after the Initial Term of the Order (if the Initial Term is less than one year) or (b) after each anniversary of the commencement of the Order Term (if the Initial Term of the Order is equal to or greater than one year) by providing advance notice of such change (which may be delivered electronically). Such annual increases that occur within the Initial Term shall not exceed 6%. Such annual increases that occur after the Initial Term shall not exceed 10%.

6.4 Taxes. WebPT shall invoice Member for applicable sales, use and similar taxes on product fees and charges sourced to States where WebPT has nexus, as determined by WebPT in its sole discretion. Member agrees to promptly pay such taxes when invoiced by WebPT. Notwithstanding the foregoing, Member shall be solely responsible for the timely payment of all sales, use and similar taxes not invoiced by WebPT that are attributable to WebPT's product fees and charges, including any interest, penalties and other costs incurred as a result of Member's non-compliance or delay with the performance of Member's obligations described in this sentence.

6.5 Late Payments; Interest. Any portion of any amount payable hereunder that is not paid when due will accrue interest at one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from due date until paid.

7. **TERM AND TERMINATION.**

7.1 Term of Agreement; Term of Order. The term of this Agreement will commence on the Effective Date and will continue for the Initial Term as outlined in the Order and is non-cancelable, unless earlier terminated in accordance with this Section 7, and will automatically renew for successive one (1) year terms, unless either Party provides written notice of its desire not to renew at least ninety (90) days prior to the expiration of the then-current term (the Initial term, together with any renewal terms, collectively, the "***Term***"). The Term is not affected by Member's use of the Products or Services.

7.2 Termination for Breach. Either Party may, at its option, terminate this Agreement in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the breaching Party, sufficiently describing the nature of the breach with enough detail so that the other party can evaluate the materiality and validity of the claimed breach. The Party receiving such notice shall have a right to cure such breach within thirty (30) days of receipt of such notice. If the breaching Party has not cured such breach or is not diligently pursuing a cure, the non-breaching Party may terminate this Agreement as of the date specified in such notice. If the stated cause of breach is an allegation of fraudulent or criminal activity on the part of the breaching party, the termination shall take effect immediately (in addition to other remedies available).

7.3 Termination Upon Bankruptcy or Insolvency. Each Party agrees to notify the other within five (5) business days if it files for bankruptcy, bankruptcy protection or reorganization or is the subject of a bankruptcy filing by a creditor. Either Party may, at its option, terminate this Agreement immediately upon written notice to the other Party, in the event (i) that the other Party becomes insolvent or unable to pay its debts when due; (ii) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days after such filing; (iii) the other Party discontinues it business; or (iv) a receiver is appointed or there is an assignment for the benefit of such other Party's creditors.

7.4 Effect of Termination. Upon any termination of this Agreement, (i) Member will immediately discontinue all use of the Products and Services, the Documentation, and any WebPT Confidential Information; (ii) return to the other Party or, at the other Party's option, destroy, all copies of the Documentation and any Confidential Information then in the other Party's possession; and (iii) promptly pay to WebPT all amounts due and payable to the other Party hereunder. Following the termination of this Agreement, WebPT shall provide Member with a final extract of the Member Data pursuant to WebPT's then-current data retrieval option at no charge. Until such time that such extract is made available to Member, Member shall retain read-only access to the Products and Services. After such extract is provided to Member, WebPT may destroy any Member Data as allowed under applicable law. Notwithstanding the foregoing, the Parties may retain such copies as are reasonably necessary to comply with any company archival purposes, laws or regulations applicable to the Party, provided such copies shall be subject to the terms of this Agreement while in the Party's possession.

7.5 Survival. Following termination, the provisions of the following sections shall survive: Retained Rights, Ownership, Third Party Products, Effect of Termination, Usage Restrictions, Confidentiality, Indemnification, Disclaimers and Limitations of Liability, Data Ownership, Survival, Arbitration, and General.

8. **CONFIDENTIALITY.**

8.1 Obligations. All Confidential Information of the Disclosing Party will be held in confidence by the Receiving Party. WebPT will not, nor knowingly permit others to, release Personally Identifiable Information without the written consent of Member. The Receiving Party will not use (for itself or for any third party) or disclose, nor permit any other person or entity under its control to use or disclose any Confidential Information, except as expressly permitted under the Agreement. The Receiving Party will limit access to Confidential Information to those employees, agents, third party contractors, or representatives who have a "need to know" the information and are subject to an obligation of confidentiality at least as restrictive as the restrictions contained in this Confidentiality section. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use,

access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. Each Party will promptly notify the other Party if it receives a request for the other party's Confidential Information (unless notice is prohibited by law), and will reasonably cooperate with the other Party's efforts to seek protection from disclosure. Upon termination of this Agreement, the provisions of this Confidentiality section will survive for a period of three (3) years from the termination date, and each Party will either return to the other Party all Confidential Information of the other Party in its possession or control, or, at the other Party's request, destroy any such Confidential Information. Notwithstanding the above, the obligations of confidentiality pertaining to trade secrets shall continue for as long as such information constitutes a trade secret under applicable law.

8.2 Exclusions. The confidentiality obligations set forth in Section 8.1 will not apply to any information that the Receiving Party can demonstrate (i) is at the time of disclosure, or becomes generally available to the public through no fault of the Receiving Party; (ii) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (iii) was already known to the Receiving Party at the time of disclosure free of any confidentiality duties or obligations; or (iv) the Receiving Party can demonstrate, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure and cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order; and provided further that any information so disclosed retains its confidentiality protections for all other purposes.

9. **COMPLIANCE.**

9.1 HIPAA Compliance. WebPT agrees to comply with all applicable federal and state laws and regulations governing the privacy and security of health information, including without limitation the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder and shall remain in compliance with these laws and regulations as they may be amended from time to time. WebPT represents and warrants that its employees performing services under this Agreement receive appropriate HIPAA training. The Parties agree to execute and abide by the terms of the Business Associate Agreement Exhibit presented by WebPT.

9.2 Certain Legal Actions. The parties agree to immediately notify one another by telephone and thereafter in writing if it or any of its personnel are named as defendants in (a) any civil or criminal action alleging any violation of the False Claims Act, HIPAA privacy regulations, mail or wire fraud statutes, Medicare or Medicaid civil or criminal fraud or false claims or similar statutes or any comparable state statutes; or (b) any private action alleging any contractual or tortious actions involving the submissions of claims for payment.

9.3 Audits and Investigations. The parties agree to immediately notify one another by telephone and thereafter in writing if they become aware of the existence or possible existence of an audit or investigation of personnel or claims covered by this Agreement. For purposes of this paragraph, investigation shall mean a carrier or insurer audit, attempts by investigators or auditors from either private or governmental entities to interview current or former employees, issuance of any summons, subpoena or other request for documents or compelled testimony and the execution of search warrants.

9.4 No Medical Advice. Member acknowledges and agrees that (a) the Products and Services are not considered as medical advice, (b) any use of the Products or Services is not a substitute for professional judgment and does not relieve Member from exercising the appropriate standard of care and professional judgment relevant to the treatment of patients, (c) information offered by WebPT in any particular situation does not constitute a recommendation or advice about any course of treatment or the practice of medicine, and (d) and Member and its Authorized Users assume responsibility for their actions undertaken in connection with the use of the Products or Services in their medical practice.

10. **THIRD PARTY PRODUCTS; THIRD PARTY DATA.** Member acknowledges and agrees that third party products, if any, which WebPT gives Member electronic notice of WebPT's utilization, and which are provided with or incorporated as part of the Products (and/or the Product IP) (the "***Third Party Products***") are additionally subject to the applicable flow through provisions. Notwithstanding anything to the contrary in this Agreement, the use of Third Party Products is at all times subject to the terms and conditions of the Third Party Products' agreements if made available to Member. WebPT makes no representation or warranties of any kind with respect to Third Party Products. In addition, in connection with certain integrations to third party platforms (e.g., CEU and Marketplace), Member may be required to affirmatively accept certain additional license terms.

11. **EDITORIAL CONTENT**.

1.1 License Grants. WebPT licenses from the American Medical Association ("***AMA***") certain editorial content ("***Editorial Content***" or "***CPT***"), which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable which were developed exclusively at private expense by the AMA. The license granted by the AMA to WebPT is a nontransferable, nonexclusive license for the sole purpose of internal use by Member, subject to the terms and conditions of this Agreement. Continued use of the Editorial Content and any such update to such Editorial Content is dependent on the continued contractual relationship by and between WebPT and the AMA. This Article 11 takes precedence over the other provisions of this Agreement.

11.1 CPT Usage; Restrictions. CPT is copyrighted by the AMA and is a registered trademark of the AMA. Any use not authorized herein is prohibited, such prohibited uses including by way of illustration and not by way of limitation, making copies of CPT for resale and/or license, transferring copies of CPT to any person who is not an Authorized User bound by this Agreement, creating any modified or derivative work of CPT, or making any commercial use of CPT. License to use CPT for any use not authorized herein must be obtained through the AMA, CPT Intellectual Property Services, 515 N. State Street, Chicago, IL 60610. Applications are available at the AMA Web site, http://www.ama-assn.org/go/cpt.

11.2 CPT Data. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation comprising the CPT are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

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11.3 CPT License Fee Increase. In the event that WebPT's costs related to its license of CPT increase during the Term, WebPT shall have the option of increasing the Fees of any Product using CPT by the amount of the CPT license increase.

12. **WARRANTY DISCLAIMERS**.

12.1 EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, THE PRODUCTS AND SERVICES AND ANY SOFTWARE PROVIDED IN CONNECTION WITH THE SERVICES, IS PROVIDED ON AN "AS IS" BASIS. WHILE WEBPT WILL EXERCISE ITS COMMERCIALLY REASONABLE EFFORTS TO PROVIDE THE PRODUCTS AND SERVICES, WEBPT DOES NOT MAKE, AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WITH RESPECT TO THE PRODUCTS AND SERVICES OR SUCH PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, WEBPT DOES NOT WARRANT OR GUARANTEE THE INTEGRITY OF THE PRODUCTS AND SERVICES OR OF THE CONTENT, INFORMATION OR DATA TRANSMITTED THROUGH OR CONTAINED WITHIN ANY PORTION OF THE PRODUCTS OR SERVICES. NEITHER WEBPT NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING ANY OF THE PRODUCTS OR SERVICES PROMISES, REPRESENTS OR WARRANTS THAT THE SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PRODUCTS OR SERVICES OR THE SERVERS OR OTHER PROPERTY THAT ARE USED IN

PROVIDING THE PRODUCTS OR SERVICES WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MEMBER IS SOLELY RESPONSIBLE FOR ANY AND ALL AND MEMBER DATA TRANSMITTED BY MEMBER OR ITS AUTHORIZED USERS TO END USERS VIA THE PRODUCTS OR SERVICES AND FOR ANY AND ALL MEDICAL OR HEALTH-RELATED ADVICE DISPENSED BY MEMBER OR ITS AUTHORIZED USERS VIA THE PRODUCTS OR SERVICES.

13. LIMITATIONS OF LIABILITY; REMEDIES.

13.1 Limitation of Liability. EXCEPT IN THE EVENT OF A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS, OR OBLIGATIONS UNDER SECTIONS 2.4, 2.5 OR 2.10, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR WEBPT'S INDEMNIFICATION OBLIGATIONS, THE CUMULATIVE LIABILITY OF WEBPT TO THE MEMBER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO WEBPT BY MEMBER IN THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM AROSE. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

13.2 Claims. Notwithstanding any State or federal laws to the contrary, the Parties hereby agree that any claims of breach of express or implied contract, actions to enjoin or enforce rights under this Agreement or actions for any torts arising out of or related to this Agreement shall be initiated by either Party no more than one (1) year after the cause of action has accrued, except that an action for non-payment may be brought within two (2) years after the date such amount was due.

13.3 Essential Basis of the Agreement. Member acknowledges and understands that the disclaimers, exclusions and limitations of liability set forth in this Section 13 form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions and limitations of liability in negotiating the terms and conditions in this Agreement, and that absent such disclaimers, exclusions and limitations of liability, the terms and conditions of this Agreement would be substantially different.

14. INDEMNIFICATION.

14.1 General Indemnity By Member. Member agrees to indemnify and hold WebPT (as well as its parents, subsidiaries, Affiliates, officers, members, shareholders, employees, agents and representatives) harmless from any and all third-party claims, liability and expenses (including without limitation, reasonable attorneys' fees) arising out of or related to (i) Member's use of the Products (unless the claim directly relates to WebPT's misconduct), and/or (ii) any claim arising out of content posted or transmitted by any person or entity associated with or authorized by Member (other than WebPT) through the use of the Products or Services, including any Member Data. WebPT reserves the right, to select counsel of its own choosing for and otherwise to control its own defense, of any matter subject to indemnification by Member, which shall not excuse Member's indemnity obligations. Member will not settle any third-party claim against WebPT unless such settlement completely and forever releases WebPT from all liability with respect to such claim or unless WebPT consents to such settlement.

14.2 Infringement Indemnity By WebPT. WebPT agrees to indemnify and hold Member (as well as its parents, subsidiaries, Affiliates, officers, members, shareholders, employees, agents and representatives) harmless from any and all third-party claims, liability and expenses (including without limitation, reasonable attorneys' fees) arising out of or related to the alleged infringement of such third party's patent, trademark, copyright or trade secret rights under applicable laws within the United States of America, provided that Member promptly notifies WebPT in writing of the claim, cooperates with WebPT, and allows WebPT sole authority to control the defense and settlement of such claim. This Section shall not apply to the extent such alleged infringement arises from (i) any unauthorized modification of WebPT's intellectual property by Member (ii) any use of the Products not in accordance with the Documentation or this Agreement; (iii) any use of the Products or Services in combination with products or materials not provided by WebPT; or (iv) Member Data. WebPT will not settle any third-party claim against Member unless such settlement completely and forever releases Member from all liability with respect to such claim or unless Member consents to such settlement. THIS SECTION STATES WEBPT'S ENTIRE OBLIGATION

AND LIABILITY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

14.3 Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party promptly notifying the indemnifying party in writing of any threatened or actual claim or suit (provided, however, that failure to give notice shall not limit or otherwise reduce the indemnity provided for in this Agreement except to the extent that failure to give notice materially prejudices the rights of the indemnifying party); (b) the indemnifying party having sole control of the defense or settlement of any claim or suit; and (c) the indemnified party cooperating with the indemnifying Party to facilitate the settlement or defense of any claim or suit.

15. ARBITRATION.

15.1 Arbitration Rules and Forum. Any controversy or claim arising out of or relating to this Agreement or any alleged breach of this Agreement shall be resolved by binding arbitration by the American Arbitration Association ("AAA"), under its Commercial Arbitration Rules, in Phoenix, Arizona. The arbitrator is not authorized to award punitive or other damages not measured by the prevailing party's actual damages. Selection of the arbitrators shall be as follows: each party shall appoint one arbitrator within twenty (20) days after the initiating party files a Demand for Arbitration, and those two arbitrators shall appoint a third arbitrator who shall act as chairman, within a twenty (20) day period thereafter. If the parties fail to appoint the chairman within said period, the parties will apply to the American Arbitration Association for appointment of the third arbitrator.

15.2 Injunctive and Interim Relief. Either party may apply to the arbitrator seeking injunctive relief until an arbitration award is rendered or the dispute is otherwise resolved. Either party also may, without waiving any other remedy, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of such party pending the arbitrator's appointment or decision on the merits of the dispute.

15.3 Judgements. Judgement upon the arbitrator's award may be entered in any court having jurisdiction. The arbitration proceeding and arbitrator's award shall be maintained as strictly confidential, except as otherwise required by court order or as necessary to confirm, vacate or enforce the award and for disclosure in confidence to the parties' respective attorneys.

15.4 Costs. Each Party shall bear its own costs, fees, and expenses of arbitration.

16. GENERAL.

16.1 Notices and Statements. All communications required or permitted to be given by this Agreement shall be made in writing and shall be sent by a recognized overnight commercial delivery or certified U.S. mail to the address for the respective Party shown on the first page of this Agreement or such other address as either party may specify from time to time in writing.

16.2 Entire Agreement; Amendment and Waiver; Precedence. This Agreement, its exhibits and any documents expressly referred to in this Agreement constitute the entire agreement between the Parties and supersede all prior understandings and agreements, whether written or oral, that may relate to the subject matter of this Agreement. Any term of this Agreement may be amended, modified, or waived only with the written consent of the Parties or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Section 16.2 shall be binding upon the Parties and their respective successors and assigns. In the event of a conflict among the various components of this Agreement, such conflict shall be resolved in the following order of precedence: first, the relevant Order; second, the relevant exhibit (other than the General Terms); third, the General Terms Exhibit.

16.3 Force Majeure. Except with respect to payment obligations and each Party's obligations in Section 8 (Confidentiality) hereunder, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, zero day attacks, nuclear or electromagnetic pulse, war, riot, fires, floods, epidemics, pandemics, or failure of public utilities or public transportation systems, or the widespread failure or unavailability of core internet infrastructure, including regional or global outages of third-party cloud hosting providers, content delivery networks, DNS service providers, or mandatory security software updates provided by third-party vendors such failure or delay will not be deemed to constitute a material breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than ninety (90) days, the other Party may terminate this Agreement upon thirty (30) days' written notice.

16.4 Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be deemed modified to the extent necessary (consistent with the intent of the Parties) to eliminate the illegal, invalid or unenforceable effect or

to delete such provision if modification is not feasible, and the remaining terms shall continue in full force and effect.

16.5 Independent Contractors. In making and performing this Agreement, Member and WebPT act and will act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them.

16.6 Governing Law. This Agreement and all disputes arising under or related to it shall be governed by the laws of the State of Delaware, without regard to choice of law principles that would allow the application of another State's law. THE PARTIES AGREE THAT NO PROVISION OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA) IS INTENDED TO APPLY TO THE INTERPRETATIONS OF THIS AGREEMENT, WHETHER OR NOT UCITA IS ENACTED IN THE STATE WHOSE LAW GOVERNS THIS AGREEMENT.

16.7 Successor and Assigns. Neither party will assign its rights or delegate its obligations under this Agreement without the other party's prior written consent, and, absent such consent, any purported assignment or delegation will be null, void and of no effect. However, either party may, without the written consent of the other, assign this Agreement and its rights and obligations hereunder in connection with the transfer or sale of all or substantially all of its business or assets related to this Agreement, or in the event of a merger, consolidation, change in control or similar transaction. This Agreement will be binding upon and inure to the benefit of WebPT and Member and their successors and permitted assigns.

16.8 Headings. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

16.9 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.