

Terms of Service

Effective: 7/01/2023

Please read these terms of service (“Terms of Service”) and the Assure Disability Services Description (collectively, this “Agreement”) carefully. This Agreement is between you and Assure Disability, Inc. and its affiliates (“Assure Disability,” “we,” “us,” or “our”) and governs your access to and use of our Services and Software. You may enter into this Agreement on behalf of yourself or on behalf of a legal entity. If you enter into this Agreement on behalf of a legal entity, you represent that you are a duly authorized representative with the authority to bind that legal entity to this Agreement. All references to “you” and “your” in this Agreement mean the person accepting this Agreement as an individual or the legal entity for which the representative is acting.

We may provide the Services and Software through Assure Disability, Inc., our affiliates(s), or both. You may only use the Services and Software in accordance with the terms and subject to the conditions of this Agreement.

READ THIS AGREEMENT CAREFULLY, AS IT PROVIDES, AMONG OTHER THINGS: (i) that you and Assure Disability will resolve certain claims in a prescribed manner and that you will not bring class-action claims against Assure Disability; (ii) that certain terms and conditions apply with respect to recurring subscription Charges and automatic renewals; (iii) that Assure Disability may make modifications, deletions, and addition to these Terms of Service and our Service Description; and (iv) that you release Assure Disability from, and waive your right to recover from Assure Disability, certain damages. You acknowledge that you will only create an account or otherwise use the Service and Software if you agree to be legally bound by all terms and conditions herein. Your acceptance of this Agreement creates a legally binding contract between you and Assure Disability.

1. Account Information; Sharing

- a. **Registration; Username and Passwords.** You may be required to provide information about yourself to register for and to access or use the Services and Software. You represent and warrant that any such information, including Customer Data, is and will remain accurate and complete, and that Assure Disability has no liability whatsoever for errors and omissions in your Customer Data. You may also be asked to choose a username and password to access or use the Service and Software. We may reject, or require that you change, any such username or password, in our sole discretion. You are entirely responsible for maintaining the security of your Username and password, and you agree not to disclose or make your username or password accessible to any third party.
- b. **Prohibition on Sharing.** You may not share an account or any other user rights with any other individual, unless otherwise expressly pre-approved by Assure Disability in writing. You may not share any login credentials or passwords regarding the foregoing with any

other individual. You acknowledge that sharing of any such rights is strictly prohibited. Your right to use or access the Services and Software is personal to you and not assignable or transferable. You may not assign or transfer any account or any other user rights with any other individual, except upon (i) an individual termination of employment or relationship with their employer, as applicable, or (ii) Assure Disability's prior express written approval.

2. Ordering Services

- a. **Order Form; Enrollment.** You may order the Services through an online registration or order form approved and authorized by Assure Disability (each an "Order Form"). Any order for the Services made pursuant to an Order Form is subject to the terms of this Agreement. An Order Form may contain additional or different terms, conditions, and information regarding the Services you are ordering as authorized and agreed to by Assure Disability. In the event of any conflict or inconsistency between this Agreement and any Order Form authorized and agreed to by Assure Disability, the applicable Order Form controls and governs over this Agreement, to the extent necessary to resolve the particular conflict or inconsistency only. Assure Disability will provide the Services set forth in your Order Form; however, Assure Disability may, in its sole discretion, (i) discontinue the Services, or (ii) modify the features or functionality of the Services or Software. Assure Disability may require that you enroll in a service by providing Client Data prior to ordering Services through an Order Form. Contact us at support@myassureservices.com for information regarding enrollment in a Service. Ordering certain Services may be contingent upon enrollment in other related Services, and you may be automatically enrolled in related Services depending on your enrollment in Services. See the Assure Disability Services Description for information related to enrollment in Services.
- b. **Minimum Commitment.** You will maintain your minimum quantity of the Services set forth on your Order Form for the duration of the applicable Initial Subscription Term or then-current Renewal Term. Any timely and contractually available modification to the Services set forth on your Order Form will be effective only upon the commencement of your next Renewal Term, unless you request an increase in the Services, which will take effect as indicated in the applicable Order Form.
- c. **Outstanding Balance; Late Payment.** Without limiting our rights in this Agreement, you acknowledge that Assure Disability is not required to provide any new Services set forth in an Order Form until all outstanding balances due and owing for existing Services are paid in full.

3. Access and Use; Software License

- a. **Access and Use; Software License.** Subject to the terms and conditions of this Agreement, you may access and use, during the Initial Subscription Term or then-current

Renewal Term, the Services as set forth on each applicable Order Form. If access to or use of any portion of the Services requires or allows for you to download, use, or install Assure Disability software (“Software”), Assure Disability grants you a limited, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable, and royalty-free license to use the Software in object code format on a compatible device for your internal use only, solely to access and use the Services during the applicable Initial Subscription Term or then-current Renewal Term. You acknowledge and agree that your access to and use of the Services and Software under this Section 3(a) (and as otherwise provided in this Agreement) is revocable in Assure Disability’s sole discretion.

- b. **Documentation License.** Subject to the terms and conditions in this Agreement, Assure Disability grants you a limited, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable, and royalty-free license for you to use Assure Disability-provided product and services documentation (“Documentation”) solely for your internal business purposes in connection with use of the Service or Software during the applicable Initial Subscription Term or then-current Renewal Term.
- c. **Ownership.** You acknowledge that, notwithstanding anything to the contrary herein, the Services are provided to you on a subscription basis, and the Software and Documentation is provided to you under a limited license, and neither has been sold to you. You also acknowledge that you have neither obtained nor will obtain any ownership or other right, title, or interest in or to the Services, Software, or Documentation or any Proprietary Rights relating thereto. Any copies of Software will remain the exclusive property of Assure Disability. The Software may include code that is licensed to you under third party license agreements, including open source software made available or provided with the Software. Without limiting the generality of the foregoing, Assure Disability owns all right, title, and interest in and to all upgrades, enhancements, new releases, changes, and modifications to the Services or Software, together with all ideas, architecture, algorithms, models, processes, techniques, user interfaces, database design and architecture, and “know-how” embodying the Services and Software. Under no circumstances will you be deemed to receive, have, or be granted title to all or any portion of the Services, Software, or Documentation, title to which at all times vests exclusively in Assure Disability. None of the Services, Software, or Documentation, or any component thereof, is or shall be deemed to be a “work made for hire,” as that term is defined in 17 U.S.C. § 101.

4. **Responsibility for Use and End Users**

- a. **Use of the Services; End User Responsibility.** You will, and you will cause your End Users to, abide by an ensure compliance with, all the terms and conditions of this Agreement. Use of the Services is void where prohibited. You are responsible for your and your End Users’ access to and use of the Services and Software. You are responsible for the activities of all your End Users, including ensuring that all End Users will comply with the terms and conditions of this Agreement and any applicable Assure Disability

policies. You acknowledge that you remain liable for the acts and omissions of any third party that you allow, enable, or otherwise provide access to the Services or Software, whether or not such access was expressly permitted by Assure Disability.

- b. **Violations by End Users or Third Parties.** Assure Disability assumes no responsibility or liability for violations of this Agreement by End Users or any other third party that you allow, direct, or enable to access the Services or Software. If you become aware of any violation of this Agreement in connection with use of the Services or Software by any person, you must contact Assure Disability at support@myassureservices.com.
 - c. **Liability for Content and Data.** Under no circumstances will Assure Disability be liable in any way for any data or other content viewed while using the Services, including any errors or omissions in any such data or other content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or other content.
 - d. **Investigation of Use.** Assure Disability may investigate any complaints and violations that come to our attention and may take any action, in its sole discretion, including issuing warnings, suspending or disconnecting the Services or Software, removing the applicable data or other content, terminating accounts or End User Profiles, or taking other reasonable actions in its sole discretion.
5. **System Requirements; Changes.** Your use of the Services and Software requires one or more compatible devices, Internet access, and certain third-party software, and you may be required to obtain updates or upgrades from time to time for Software or third-party software, which may result in additional costs to you. Because use of the Services and Software involves hardware, software, and Internet access, your ability to access and use the Services and Software may be affected by the performance of the foregoing. High-speed Internet access is recommended. You are solely responsible for any fees that may apply to your access to or use of the Services and Software, including fees for hardware, software, or Internet access. You agree that the foregoing requirements are your responsibility, and Assure Disability may, in its sole discretion, discontinue availability or compatibility of the Services or Software on a particular operating system, device, or platform.
6. **Prohibited Uses.** You agree that you will not, and will not permit any End Users to, directly or indirectly: (i) use the Services or Software to engage in illegal activity or would give rise to criminal or civil liability, (ii) store, transmit, or distribute through Services or Software other people's private information, including but not limited to information protected by HIPAA or similar state laws as well as information protected by copyright, trademark, or other intellectual property rights, without their express permission; (iii) modify, customize, disassemble, decompile, prepare derivative works of, create improvements, derive innovations from, reverse engineer, or attempt to gain access to any underlying technology of the Services or Software, including but not limited to any source code, process, data set or database, management tool, development tool, server, or hosting site; (iv) knowingly or negligently use the Services or

Software in a way that abuses, interferes with, or disrupts Assure Disability's networks, your account, or any other user rights, or the Services; (v) build or benchmark a competitive product or service, or copy any features, functions, or graphics of the Services or Software; (vi) use the Services or Software for the development, production, or marketing of a service or product substantially similar to the Services or Software; (vii) upload or transmit any software or code that does or is intended to harm, disable, destroy, or adversely affect performance of the Services or Software in any way or which does or is intended to harm or extract information or data from other hardware, software, networks, or other users of the Services or Software; (viii) engage in any activity or use of the Services, Software, or your account in any manner that could damage, disable, overburden, impair, or otherwise interfere with or disrupt the Services, Software, or any servers or networks connected to the Services or Assure Disability security systems; (ix) use the Services or Software in violation of any Assure Disability policy or in a manner that violates applicable Law, including anti-spam, import and export control, intellectual property, privacy, anti-terrorism, or anti-bribery; (x) remove, delete, alter, or obscure any Proprietary Rights notices provided on or with the Services or Software, including any copy thereof; (xi) make, use, or offer the Services or Software for lease, rent, or sale, or reproduce, resell, distribute, publish, display, assign, transfer, sublicense, lend, use on a timeshare or service bureau basis, or use the Services or Software for any commercial or other purpose that is not expressly permitted by this Agreement; or (xii) make available the Services or Software, or any features or functionality thereof, to any third party for any reason or by any manner, unless expressly permitted by this Agreement or otherwise expressly agreed to in writing by you and Assure Disability.

7. **Compliance with Laws.** You are solely responsible for your and your End Users' compliance with all Laws that apply to your and your End Users' access to and use of the Services and Software, including Laws requiring you to provide proper notifications and to obtain proper consents, which may be necessary to all Assure Disability and Assure Disability's authorized third parties to access, use, and share information and data. You shall comply with, and ensure that all End Users comply with, all applicable Laws in connection with your obligations under this Agreement, including access to and use of the Services and Software.

8. **Customer Materials**

- a. **Customer Materials.** You and your End Users may provide, upload, or originate data, content, files, documents, or other materials (collectively, "Customer Input") in accessing or using the Services or Software, and Assure Disability may provide, create, or make available to you, in its sole discretion or as part of the Services, certain derivatives, transcripts, analytics, outputs, visual displays, or data sets resulting from the Customer Input (together with Customer Inputs, "Customer Materials"); provided, however, that no Customer Materials provided, created, or made available by Assure Disability results in any conveyance, assignment, or other transfer of Assure Disability's Proprietary Rights contained or embodied in the Services, Software, or other technology used to provide, create, or make available any Customer Materials in any way and Assure Disability retains all Proprietary Rights therein. You further acknowledge that any Customer

Materials provided, created, or made available to you by Assure Disability is for your or your End Users' use solely in connection with the use of the Services, and that you are solely responsible for Customer Materials.

- b. **Service Generate Data; Consent to Use.** Customer Materials does not include any telemetry data, product usage, diagnostic data, and similar content or data that Assure Disability collects or generates in connection with your or you End Users' use of the Services or Software ("Service Generated Data"). As between you and Assure Disability, all right, title, and interest in and to Service Generated Data, and all Proprietary Rights therein, belong to and are retained solely by Assure Disability. You agree that Assure Disability compiles and may compile Service Generated Data based on Customer Inputs, Customer Materials, and use of the Services and Software. You consent to Assure Disability's access, use, collection, creation, modification, distribution, processing, sharing, maintenance, and storage of Service Generated Data for any purpose, to the extent and in the manner permitted under applicable Law, including for the purpose of product and service development, marketing, analytics, quality assurance, machine learning or artificial intelligence (including for the purposes of training and tuning of algorithms and models), training, testing, improvement of the Services, Software, or Assure Disability's other products, services, and software, or any combination thereof, and as otherwise provided in this Agreement. In furtherance of the foregoing, if, for any reason, there are any rights in such Service Generated Data which do not accrue to Assure Disability under this Section 8(b) or as otherwise provided in this Agreement, you hereby unconditionally and irrevocably assign and agree to assign to Assure Disability on your behalf, and shall cause your End Users to unconditionally and irrevocably assign and agree to assign to Assure Disability, all right, title, and interest in and to the Service Generated Data, including all Proprietary Rights relating thereto.
- c. **Permitted Use; Customer Materials.** Assure Disability may redistribute, publish, import, access, use, store, transmit, review, disclose, preserve, extract, modify, reproduce, share, use, display, copy, distribute, translate, transcribe, create derivative works, and process Customer Materials: (i) in accordance with this Agreement and as required to perform our obligations under this Agreement; (ii) in accordance with our Privacy Policy; (iii) as authorized or instructed by you; (iv) as permitted or required by Law; (v) to monitor for acceptable and prohibited uses of Services and Software; or (vi) to protect the rights, property, or security of Assure Disability, its end users, customers, or the public, including systems and networks.
- d. **Customer License Grant.** You agree to grant and hereby grant Assure Disability a perpetual, worldwide, non-exclusive, royalty-free, sublicensable, and transferable license and all other rights required or necessary to redistribute, publish, import, access, use, store, transmit, review, disclose, preserve, extract, modify, reproduce, share, use, display, copy, distribute, translate, transcribe, create derivative works, and process Customer Materials and to perform all acts with respect to Customer Materials: (i) as may be necessary for Assure Disability to provide the Services to you, including to

support the Services; (ii) for the purpose of product and service development, marketing, analytics, quality assurance, machine learning, artificial intelligence, training, testing, improvement of the Services, Software, or Assure Disability's other products, services, and software, or any combination thereof; and (iii) for any other purpose relating to any use or other act permitted in accordance with Section 8(c). If you have any Proprietary Rights in or to Service Generated Data or Aggregated Anonymous Data, you hereby grant Assure Disability a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sublicensable, and transferable license and all other rights required or necessary to enable Assure Disability to exercise its rights pertaining to Service Generated Data and Aggregated Anonymous Data, as the case may be, in accordance with this Agreement.

- e. **Our Obligations over your Customer Materials.** Assure Disability will maintain reasonable and appropriate physical and technical safeguards to prevent unauthorized disclosure of or access to Customer Materials provided by you to Assure Disability. Assure Disability will notify you if it becomes aware of an unauthorized disclosure or unauthorized access to Customer Materials. Assure Disability will only access, use, collect, maintain, process, store, and transmit Customer Materials in accordance with this Agreement, which may include Assure Disability's consultants, contractors, service providers, subprocessors, and other Assure Disability-authorized third parties accessing, using, collecting, maintaining, processing, storing, and transmitting Customer Materials on Assure Disability's or your (or your End Users') behalf in connection with the Services or Software. Assure Disability will ensure that any sharing of Customer Materials with an authorized third party will be in compliance with applicable Law. Assure Disability has no other obligations with respect to Customer Materials.

- f. **Customer Responsibilities, Acknowledgment, and Consents.** You agree that you are solely responsible for the Customer Materials sent, uploaded, displayed, or transmitted in the use of the Services, including its accuracy, and for compliance with all Laws pertaining to the Customer Materials, including Laws requiring you to obtain the consent of a third party to use Customer Materials and to provide appropriate notices of third party rights. You represent and warrant that you have the right to upload Customer Input and for Assure Disability to provide, create, or make available any Customer Materials to you, and that such use or provision by you, your End User, or Assure Disability does not violate or infringe any rights of any third party. Under no circumstances will Assure Disability be liable in any way for (i) your Customer Materials that are transmitted or viewed while using the Services, (ii) errors or omissions in the Customer Materials, or (iii) any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to Customer Materials. Assure Disability may delete Customer Materials, at any time without notice to you, if Assure Disability becomes aware that it violates any provision of this Agreement or any applicable Laws. As between you and Assure Disability, you retain all ownership rights in your Customer Materials, subject to any license or other rights granted herein, and without limiting any of Assure Disability's Proprietary Rights set forth herein.

9. Eligibility; Restriction on Use by Children

- a. **Eligibility.** You affirm that you are of legal age to enter into this Agreement and to use the Services and Software. You affirm that you are otherwise fully able and competent to enter into and abide by the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement. Your access may be terminated without warning if it comes to our attention that you are under the legal age to enter into this Agreement or are otherwise ineligible to enter into this Agreement or to use the Services and Software.
- b. **Restrictions on Use by Children.** Services and Software provided by Assure Disability is not intended for use by individuals under the age of sixteen (16) years old.

10. Payments and Charges

- a. **Charges.** You agree that Assure Disability may charge your credit card, debit card, or other payment mechanism selected by you and approved by Assure Disability ("Payment Method") for all amounts due and owing in connection with your use of the Services, as set forth in the applicable Order Form or otherwise used or ordered by or for you through the Services, including one-time fees, non-recurring fees, overages, per-use charges, subscription fees, recurring fees, and any other fees and charges associated with the Services or your account ("Charges"). You agree to promptly update your Payment Method to allow for timely payment. Changes made to your Payment Method will not affect Charges that Assure Disability submits to your chosen Payment Method before Assure Disability could reasonably act on your changes. Additionally, you agree to permit Assure Disability to use any updated Payment Method information provided by your issuing bank or the applicable payment network and to charge your current primary Payment Method by using the details of such Payment Method saved in our system, even if such Payment Method is declined. Assure Disability further reserves the right to use your backup Payment Method to the extent one is provided. By adding a backup Payment Method, you authorize Assure Disability to process any applicable Charges on your backup Payment Method if your primary Payment Method is declined.
- b. **Non-Cancelable and Non-Refundable Charges.** You agree that all payments are non-cancelable for the Initial Subscription Term or the then-current Renewal Term, as applicable, and are final and non-refundable, unless otherwise agreed to by Assure Disability, required by Law, or set forth in your Order Form.
- c. **Changes to Pricing.** Assure Disability may change prices for the Services at any time, in its sole discretion. For changes to your Charges, Assure Disability will provide you with not less than (i) thirty (30) calendar days prior notice, or (ii) the time period prescribed by applicable law (each, (i) and (ii), a "Rate Change Notice"). Unless prohibited by the terms of your Order Form, any changes to your Charges will be effective upon the

commencement of your next Renewal Term or other date calculated in accordance with applicable Law. If you seek to terminate or modify the Services affected by the Rate Change Notice, then you must terminate or modify your affected Services within the applicable Rate Change Notice time period. If you do not terminate or modify the affected Services within the applicable Rate Change Notice time period, then you shall be deemed to have automatically accepted the change to your Charges, unless your affirmative, express consent to such change is required under applicable Law. If required by applicable Law, we will remind you of your termination and modification right, any applicable time-period, and the consequences of not terminating.

- d. **Promotional Rates and Discounts.** Prices specified in an Order Form may include a promotional rate, discount, sale, or special offer, which may be temporary and may expire (i) per the terms of the offer, or (ii) upon the commencement of a Renewal Term. The expiration of the discount or promotional pricing may expire without additional notice to you, unless specified in an Order Form or as required by applicable Law. Assure Disability reserves the right to discontinue or modify any promotion, discount, sale, or special offer in its sole discretion.
- e. **Collection of Charges.** You agree that if Assure Disability is unable to collect the Charges for the Services through your Payment Method, Assure Disability may, to the extent not prohibited by applicable Law, take any other steps it deems necessary to collect such Charges from you and that you will be responsible for all costs and expenses incurred by Assure Disability in connection with such collection activity, including collection fees, court costs, and attorneys' fees. You further agree that, to the extent not prohibited by applicable law, Assure Disability may collect interest at the lesser of 1.5% per month or the highest amount permitted by Law on any Charges not paid when due.
- f. **Support Services and Updates.** Assure Disability will provide, at no additional costs, (i) toll-free telephone support on an as-needed basis between 9:00 AM and 5:00 PM local time within the continental United States, (ii) standard updates to the Services and Software that are made generally available by Assure Disability to similarly situated customers during the Initial Subscription Term and any applicable Renewal Term. In accordance with applicable Law and the terms of this Agreement, Assure Disability reserves the right to (a) modify its support services and charge you for standard support and (b) charge you for any updates to the Services or for any premium features or functionality.
- g. **Termination or Suspension for Nonpayment.** Without limiting our rights in any other section of this Agreement if any failure to pay Charges continues for five (5) calendar days following the due date, Assure Disability may terminate, suspend, or disconnect your Services immediately and without prior notice.
- h. **Billing Communications.** You agree that Assure Disability may contact you via email or otherwise at any time with information relevant to your use of the Services, including

billing communications, regardless of whether you have opted out of receiving marketing communications or notices.

11. Term; Termination and Suspension

- a. **Term; Automatic Renewal.** Each Order Form will specify your Initial Subscription Term and any applicable Renewal Term for the Services. Unless your Order Form expressly state otherwise or applicable Law prohibits automatic renewal, each Renewal Term for the Services will begin automatically at the end of the then-current Initial Subscription Term or Renewal Term, as the case may be, unless either party provides written notice of termination or modification of the Services provided under such Order Form (i) at least thirty (30) calendar days prior to the commencement of the next Renewal Term, or (ii) within the notice period required by applicable Law (collectively, (i) and (ii), the “Renewal Notice Period”). In order to terminate or modify the affected Services, you must provide notice to Assure Disability in an email to support@myassureservices.com, in accordance with the Renewal Notice Period. Any statutory rights you may have under the applicable Laws to terminate your Services at an earlier time during the Initial Subscription Term or any given Renewal Term remains unaffected by this clause, and, if required by applicable law, we will send you a reminder notice prior to the commencement date of the Renewal Term (and in accordance with the notice periods specified in this Agreement or other such deadline set by applicable Law that may apply to you) reminding you of your right to terminate the affected Services and how to do so.
- b. **Customer Termination.** You may obtain information on how to terminate your account and Services by sending an email to support@myassureservices.com. If you have subscribed to one or more Services for a specific term, such termination will be effective as to each such Service on the last day of the then-current term for each applicable Service, provided that you provide proper and timely notice pursuant to Section 11(a). You may terminate this Agreement by providing written notice of termination if Assure Disability has materially breached this Agreement and has not cured such material breach within thirty (30) business days of Assure Disability’s receipt of your written notice of such breach. Your notice shall state the specific provision of the Agreement that you contend Assure Disability has breached and set forth in reasonable detail the facts and circumstances you allege provide the basis for such breach.
- c. **Assure Disability Termination Rights and Suspension.** Notwithstanding anything to the contrary herein, if you fail to comply with any provision of this Agreement or any referenced policies, guides, notices, or statements, Assure Disability may (i) immediately suspend your access to the Services, or (ii) terminate this Agreement, effective immediately. If Assure Disability chooses to suspend your Services and the failure to comply continues, Assure Disability may exercise any or all of its termination rights in this Section 14(c). Additionally, Assure Disability may terminate this Agreement, for any reason or no reason, upon thirty (30) business days’ advance notice.

- d. **Effect of Termination or Suspension.** Upon any termination of this Agreement, you must cease any further use of the Services and Software, except for any access rights granted in Section 14(e). No expiration or termination of this Agreement will affect your obligation to pay all Charges that may have become due before such expiration or termination, including that Assure Disability may retain any Charges previously paid by you if this Agreement is terminated, unless prohibited by applicable Law. If your Services are suspended for your failure to comply with this Agreement, you will be liable for all Charges due and owing during the period of suspension.
- e. **Deletion and Access to Customer Materials after Termination.** For thirty (30) calendar days following expiration or termination of this Agreement, Assure Disability will provide you access to retrieve your Customer Materials, after which time your Customer Materials will be deleted according to applicable Law, this Agreement, and our regularly scheduled deletion protocols, policies, and procedures. All access during the period set forth in this Section 14(e) is provided to you subject to and governed by this Agreement

12. Modifications to this Agreement

- a. **General Changes.** Assure Disability may make modifications, deletions, and addition to this Agreement (“Changes”) from time to time in accordance with this Section 12(a). Changes to these Terms of Service or our Services Description will be posted on the Assure Disability website at <http://www.myassureservices.com>, which you should regularly check for the most recent version and also save the most up to date version in your files. When Changes are made, Assure Disability will indicate the effective date of the Changes at the top of the Terms of Service or the Services Description as appropriate. If you continue to use the Services after the effective date of the Changes, then you agree to the revised terms and conditions. In some instances, Assure Disability may notify you of a Change and also may request express confirmation of your consent to a Change. If a Change requires a specific notice pursuant to applicable Law, Assure Disability will provide you with such notice in the manner prescribed by applicable Law, together with any required notification of your rights.
- b. **Other Changes.** You agree that Assure Disability may modify, delete, and make additions to its guides, statements, policies, and notices, with or without notice to you, and for similar guides, statements, policies, and notices applicable to your use of the Services by posting an updated version on the applicable webpage.
- c. **Change Notifications.** It is your responsibility to keep your email address up to date for any notices that Assure Disability may sent to you from time to time and to regularly review this Agreement by reviewing these Terms of Service and the Services Description.

13. Assure Disability Proprietary Rights; Feedback

- a. **Feedback.** If you or any of your employees, contractors, agents, or End Users send, transmit, or otherwise provide any feedback, comments, suggestions, questions, or the like, regarding the Services and Software, including any ideas, know-how, concepts, enhancements, recommendations, or other information relating to the Services or Software, including suggesting or recommending changes to the Services or Software such as new features or functionality relating thereto (collectively, “Feedback”), you acknowledge that (i) Assure Disability owns, and Assure Disability shall retain ownership of, all right, title, and interest in and to such Feedback, including and Proprietary Rights therein, and (ii) Assure Disability may, but is not required to use, the Feedback, including any Proprietary Rights therein, for any purpose whatsoever without any attribution, financial compensation, or reimbursement of any kind to you or any third party. You hereby unconditionally and irrevocably assign and agree to assign to Assure Disability on your behalf, and you shall cause your employees, contractors, agents, and End Users to unconditionally and irrevocably assign and agree to assign, all right, title, and interest in and to the Feedback, including all Proprietary Rights relating thereto. All Feedback is and will be treated as Assure Disability Confidential Information until Assure Disability, in its sole discretion, chooses to make any specific Feedback non-confidential.
- b. **Ownership of Assure Disability Property.** Assure Disability, its affiliates, its licensors, and suppliers (as applicable) own and shall retain ownership of (i) all Service Generated Data (as provided in Section 8(b)), (ii) all Feedback (as provided in Section 13(a)), (iii) the Services and Software, and any underlying or other technology and intellectual property embodied or contained in, used to provide or support, or otherwise associated or provided in connection with, the Services or Software, including all Proprietary Rights related thereto, and (iv) all trade names, trademarks, service marks, trade dress, logos, icons, insignia, symbols, interface and other designs, domain names, and corporate names, and the like (whether registered or unregistered) (“Assure Disability Marks”) associated or displayed with the Services and Software, together with the goodwill associated with any of the foregoing Assure Disability Marks (all of the foregoing, collectively, “Assure Disability Property”). No rights to use the Assure Disability Marks are provided to you herein.
- c. **Reservation of Rights.** Assure Disability reserves all rights not expressly granted to you in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party, any Proprietary Rights or other right, title, or interest in or to any Assure Disability Property or other intellectual property provided in connection with this Agreement or the Service or Software.

14. Confidentiality

- a. **Definition.** “Confidential Information” means: (i) with respect to Assure Disability, any information disclosed by, for, or on behalf of Assure Disability, directly or indirectly, to you or any End User in connection with this Agreement, the Services or Software, or

learned or accessed by you or any End User in connection with the Services or Software, including business information, development plans, product roadmap details, systems, strategic plans, source code, services, products, pricing, methods, processes, financial data, programs, trade secrets, know-how, and marketing plans, however it is conveyed in any form or medium, together with all information derived from the foregoing, and any other information that is designated as being confidential (whether or not it is marked as “confidential”) or which is known by you or the End User or reasonably should be understood by you or the End User to be confidential (“Assure Disability Confidential Information”); and (ii) with respect to you, any information disclosed by you to Assure Disability that (a) must be kept confidential pursuant to applicable Law or (b) is sensitive security and technical information that is clearly and conspicuously marked as “confidential” by you (“Customer Confidential Information”). Customer Materials is not Customer Confidential Information; however, Customer Materials will be protected in accordance with Section 8(e).

- b. **Exclusions.** Confidential Information does not include information that: (i) is already rightfully known to the receiving party at the time it is received, free from any obligation to keep such information confidential; (ii) becomes publicly known or available through no act or omission of the receiving party or any third party; (iii) is rightfully received from a third party without restriction and without breach of this Agreement; or (ic) is independently developed by the receiving party without the use of the disclosing party’s Confidential Information.

- c. **Obligation of Confidentiality.** You and Assure Disability shall take reasonable steps to maintain the confidentiality of each other’s Confidential Information using measures that are at least as protective as those taken to protect its own information of a similar sensitivity, but in no event using less than a reasonable standard of care. Neither you nor Assure Disability will disclose the other party’s Confidential Information to any person or entity except to its employees, advisors, and attorneys who have a strict need to know the information in connection with this Agreement and who are bound by confidentiality obligations at least as protective of the provisions herein. In addition to the foregoing permitted disclosures, Assure Disability also may disclose Customer Confidential Information to its consultants, contractors, service providers, subprocessors, and other third parties who are bound by confidentiality obligations at least as protective as the confidentiality provisions herein.

- d. **Permitted and Compelled Disclosures.** Notwithstanding the restrictions in this Section 14 and without limiting any other rights of Assure Disability, we may disclose Customer Confidential Information received in connection with this Agreement, the Services or Software to the extent reasonably necessary to comply with a governmental request or as required by applicable law; provided, however, that Assure Disability will first notify you, unless providing such notice or timely notice is: (i) prohibited by applicable Law; or (ii) determined by Assure Disability in its sole discretion to be a threat to the Services, Software, or Assure Disability’s rights or property.

15. **Third Party Proprietary Rights.** You agree to not, and to not permit any End User to, post, modify, distribute, or reproduce in any way in connection with your or your End Users' use of the Services and Software any copyrighted material, trademarks, or other proprietary material that may infringe, misappropriate, or otherwise violate another's Proprietary Rights without obtaining the prior written consent of the owner of the Proprietary Rights. You represent and warrant that you are either the author of all Customer Input to be provided under this Agreement or have obtained and hold all rights necessary to provide such Customer Input and receive all Customer Materials in the form provided by Assure Disability, in connection with your or your End Users' use of the Services or Software. Assure Disability may deny access to the Services to any End User who is alleged to infringe or violate another person's Proprietary Rights and may remove any stored Customer Materials upon Assure Disability's receipt of notice by the Property Rights owner (e.g., a takedown request). Without limiting the foregoing, if you believe that any of your or your affiliates Property Rights or have been infringed or violated in connection with the Services, notify Assure Disability by email to support@myassureservices.com.
16. **Third-Party Integrations and Offerings.** The Services or Software may interoperate, integrate, or be used in connection with third party offerings and services ("Third-Party Offerings"). Assure Disability is not responsible for, and Assure Disability hereby disclaims any liability for, any act or omission of any provider of Third-Party Offerings or the operation of any Third-Party Offerings, including access to, modification of, or deletion of data, regardless of whether Assure Disability or a Service endorses, approves, or supports any such Third-Party Offerings. Assure Disability does not guarantee the interoperation, integration, or support of any Third-Party Offerings. Assure Disability may, at any time, in its sole discretion, modify the Services or Software, which may result in the failed interoperation, integration, or support of Third-Party Offerings. You have sole discretion whether to purchase or connect to any Third-Party Offerings, and your use of any Third-Party Offering is governed solely by the terms of such Third-Party Offerings.
17. **NO WARRANTIES.** YOU AGREE THAT THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS" AND ASSURE DISABILITY, ITS AFFILIATES, SUPPLIERS, AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ASSURE DISABILITY, ITS AFFILIATES, SUPPLIERS, AND LICENSORS MAKE NO GUARANTEE, PROMISE, WARRANTY, OR REPRESENTATION (i) REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR SOFTWARE, (ii) REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR SOFTWARE, OR (iii) THAT THE SERVICES OR SOFTWARE WILL MEET ANY USER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. ANY MATERIAL OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES OF THE SERVICES OR SOFTWARE IS AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU RESULTING FROM THE USE OF THE SERVICES OR SOFTWARE. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SERVICES OR SOFTWARE REMAINS WITH YOU. ASSURE DISABILITY DOES NOT ASSUME ANY RESPONSIBILITY FOR RETENTION OF ANY DATA, INCLUDING

CUSTOMER MATERIALS AND CUSTOMER DATA, USER INFORMATION, OR COMMUNICATIONS. USE OF THE SERVICES AND SOFTWARE IS AT YOUR SOLE RISK.

18. **Indemnification.** To the extent not prohibited by applicable Law, you agree to indemnify, defend, and hold Assure Disability and its affiliates and each of our licensors and suppliers (“Indemnified Parties”) harmless, including any officers, directors, employees, shareholders, members, consultants, and agents of the Indemnified Parties, from any third party allegation, claim, proceeding, liability, damage, or cost (including reasonable attorneys’ fees) arising out of or related to (i) your or your End User’s use of the Services or Software, (ii) your or your End User’s breach of this Agreement or violation of applicable Law, (iii) your or your End User’s infringement or violation of any Proprietary Rights or other right of any person or entity, (iv) your relationship with your End User or any dispute between you and your End User, or (v) a personal injury or property damage to a third party relating to your or your End User’s acts or omissions.
19. **LIMITATION ON LIABILITY.** READ THIS SECTION CAREFULLY AS IT LIMITS OUR LIABILITY TO YOU. ASSURE DISABILITY AND ITS AFFILIATES AND EACH OF THEIR LICENSORS, AND SUPPLIERS WILL NOT BE LIABLE FOR ANY: (i) SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES; (ii) LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF BUSINESS OPPORTUNITY; (iii) UNAUTHORIZED ACCESS TO, LOSS OF, DELETION OF, OR ALTERATION OF SYSTEM DATA, CUSTOMER MATERIALS, OR CUSTOMER DATA; (iv) COSTS RELATED TO THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (v) TERMINATION, SUSPENSION, DISCONTINUANCE, OR DISCONNECTION OF THE SERVICES; (vi) A FAILURE OF YOUR INTERNET SERVICES, DOWNTIME, OR MAINTENANCE; (vii) OUR FAILURE TO PROVIDE TECHNICAL OR OTHER SUPPORT SERVICES; or (viii) DAMAGES, IN THE AGGREGATE FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, EXCEEDING THE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICES (IF ANY) IN THE TWELVE (12) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH CLAIMS. THESE EXCLUSION OF DAMAGES AND LIMITATIONS ON AVAILABLE DAMAGES APPLY TO ALL CLAIMS, OBLIGATIONS, AND LIABILITIES ARISING OUT OF OR RELATED TO THIS AGREEMENT, AND WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE, CONTRACT, OR ANY OTHER LEGAL THEORY, EVEN IF ASSURE DISABILITY, ITS AFFILIATES, OR OUR LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MAY BE INCURRED BY YOU AND EVEN IF YOUR REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW CERTAIN EXCLUSIONS OF DAMAGES OR LIMITATIONS ON LIABILITY, THE ABOVE LIMITATION ONLY APPLIES TO YOU TO THE EXTENT THAT THE EXCLUSION OF DAMAGES OR LIMITATIONS ON LIABILITY ARE NOT PROHIBITED UNDER APPLICABLE LAW.
20. **Dispute Resolution; Class Action Waiver**
- a. **Informal Dispute Resolution First.** We want to address any disputes informally first. Prior to initiating a legal action, you agree to send an individualized request to support@myassureservices.com so that we can work together to resolve a dispute. Likewise, if we have a dispute with you, we will send you an individualized request prior to initiating a legal action.

- b. **Class Action Waiver.** The parties expressly waive the right to bring or participate in any kind of class, collective, or mass action, private attorney general action, or any other representative action. Each of us may bring claims against the other only on an individual basis and not on a class, collective, representative, or mass action basis, and the parties hereby waive all rights to have any dispute be brought, heard, administered, resolve, or arbitrated on a class, collective, representative, or mass action basis.

21. **Anonymized and Aggregated Data.** You agree that Assure Disability may obtain and aggregate technical and other data about your and your End Users use of the Services and Software on a de-identified or anonymized basis (“Aggregated Anonymous Data”), and Assure Disability may use the Aggregated Anonymous Data in accordance with applicable Law, including to analyze, develop, improve, support, and operate the Services and Software provided to you or other unrelated customers, during and after the term of this Agreement, including to generate industry benchmarks or best practices guidance, recommendations, or similar reports.

22. **Privacy Policy.** You consent to and agree to our Privacy Policy, and you are on notice of an acknowledge that our collection, sharing, and processing (which may include organizing, structuring, storing, using, or disclosing) of your personal data will be subject to our Privacy Policy. If you are (i) a “business” and we process “personal information” (as those terms are defined in the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020) on your behalf, (ii) a “controller” and we process “personal data” (as those terms are defined by other applicable US state data privacy Laws) on your behalf, or (iii) you meet both criteria set out in (i) and (ii), then our Privacy Policy is incorporated herein by reference and applies to our “processing” or your “personal information” and “personal data” (as those terms are defined under the aforementioned Laws). If your use or your End User’s use of the Services requires Assure Disability to process personal data, Assure Disability will process such personal data subject to our Privacy Policy.

23. **Miscellaneous**

- a. **Assignment; Successors and Assigns.** You may not assign your rights or transfer any of your obligations under this Agreement without our prior express written consent. Any purported assignment or transfer in violation of this section is null and void. We may assign our rights or transfer any or all of our obligations under this Agreement at any time, without prior notice to you, (i) in the event of a merger, acquisition, or sale of all or substantially all of our assets, or (ii) to our affiliate. This Agreement is binding upon, and inures to the benefit of, the parties and their respected permitted successors and assigns.
- b. **Governing Law; Jurisdiction; Venue.** The laws of the State of Texas, U.S.A., regardless of conflict of laws principles, govern all matters arising out of or relating to this Agreement, including its interpretation, construction, performance, and enforcement. The parties

consent to the exclusive jurisdiction and venue in the state courts located in and service Tarrant County, Texas, and the federal courts in the Northern District of Texas. Notwithstanding the above, you and Assure Disability agree that this paragraph does not preclude either you or us from initiating any proceedings (including nullity proceedings) before the United States Patent Trial and Appeal Board (PTAB), United States Trademark Trial and Appeal Boards (TTAB), the United States Patent and Trademark Office (PTO), the United States Copyright Office, as long as such proceeding relates to the validity, enforceability, or unenforceability of any copyright, patent, trademark, or other intellectual property right owned or assigned to either you or Assure Disability.

- c. **Merger; Integration.** This Agreement constitutes and embodies the final agreement between you and Assure Disability and contains the complete and exclusive expression of your and our agreement pertaining to its subject matter. All prior or contemporaneous writings, negotiations, and discussions between you and Assure Disability regarding the subject matter hereof are expressly merged into and superseded by this Agreement. We expressly object to any do not agree to any terms and conditions presented by you that are in addition to or different from those contained in this Agreement or an Order Form. You acknowledge that no terms and conditions presented by you that purport to add to, modify, or vary the terms and conditions of this Agreement or an Order Form will be binding on us, including (i) text or information set forth on any purchase order, email correspondence, invoice or invoice process, or preprinted form, or (ii) terms and conditions of any request for proposal, request for bid, request for information, or questionnaire. In entering into this Agreement, neither you nor Assure Disability has relied upon any statement, representation, warranty, or agreement of the other party except to the extent expressly contained in this Agreement.
- d. **No Agency Relationship.** Assure Disability and you are independent contractors and do not intend to create an express or implied agency relationship by entering into this Agreement, whether arising under general or state common law of agency.
- e. **No Third-Party Rights or Remedies.** This Agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than Assure Disability and you.
- f. **Notice.** We may give notice to you by (i) electronic mail to your email address on record in your account information, (ii) written communication sent by letter delivered by a nationally recognized overnight delivery service, (iii) first-class postage prepaid mail to your address on record in your account information, or (iv) directly via email or messaging system located on the Assure Disability website. You are responsible for ensuring that your email address and mailing address on record are current. You agree that any notice sent to the then-current email or property address in our systems, or delivered directly via email or messaging system located on the Assure Disability website, is adequate and binding notice upon you. You will provide notice to us (such

notice is deemed given when received by Assure Disability) by letter delivered by a nationally recognized overnight delivery service or first-class postage prepaid mail to Assure Disability at 8200 Camp Bowie West Blvd., Fort Worth, TX, 76116.

- g. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way. You and Assure Disability intend that any invalid, illegal, or unenforceable portions of this Agreement will be interpreted to provide the greatest effect and intent of the original. If a construction of the invalid, illegal, or unenforceable portion is not possible, the invalid, illegal, or unenforceable portion will be severed from this Agreement and the rest of this Agreement will remain in full force and effect.
 - h. **Survival.** All sections of this Agreement which, by their nature should survive termination or expiration, will survive, including sections pertaining to confidential information, Assure Disability's Proprietary Rights, license rights granted by you to Assure Disability, payment obligations, warranty disclaimers, indemnification, and the limitation on liability.
 - i. **Waiver.** Assure Disability's failure to exercise any right or enforce any condition or provision under this Agreement does not operate as a current or future waiver. For any waiver to be effective against us, the waiver must be in a writing signed by Assure Disability's duly authorized representative.
 - j. **Interpretation.** Any heading, caption, or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular will have the same meanings when used in the plural and vice versa, where appropriate and unless otherwise specified. Any use of the term "e.g." or "including" or variations thereof in this Agreement will be construed as if followed by the phrase "without limitation."
24. **Definitions.** The following definitions apply to this Agreement. Service-specific definitions are located in the Assure Disability Services Description.
- a. "Assure Disability Web-based Application" means Assure Disability's web client available through the Assure Disability Website that allows you and End Users to access Services without downloading any plugins or software.
 - b. "Assure Disability Website" means Assure Disability's website located at <https://www.myassureservices.com> or such other website as Assure Disability may maintain from time to time.

- c. "Customer Materials" means information provided to Assure Disability so that Assure Disability can fulfill the terms of this Agreement and provide access to the Services (e.g., company name, billing address, contact name and information).
- d. "End User" means you, your employees, your contractors, your agents, and your affiliates who you have authorized to use the Services under this Agreement.
- e. "Initial Subscription Term" means the initial subscription term for a Service as specified in an Order Form.
- f. "Law" means all U.S. or non-U.S. national, regional, state, provincial, or local law, statute, rule, regulation, ordinance, administrative ruling, judgment, decree, order, directive, or policy applicable to Assure Disability's provision of and your use of the Services or Software.
- g. "Proprietary Rights" means any copyright, patent, trade secret, know-how, trademark, servicemark, trade name, rights of publicity, or other intellectual property or property rights.
- h. "Renewal Term" means the renewal subscription term for a Service commencing after the Initial Subscription Term or another Renewal Term as specified in an Order Form.
- i. "Services" means (i) any services described in the Assure Disability Services Description and made available to you as set forth in an Order Form that references this Agreement, (ii) any free services provided by Assure Disability to you, in its sole discretion, in connection with this Agreement and whether or not described in the Services Description, (iii) any support services provided by Assure Disability to you in accordance with our then current Documentation, an Order Form that references this Agreement, or both, and (iv) the Assure Disability Website, including any access to or use of the Assure Disability Web-based Application.