



Customer Agreement

PROVIDER TERMS OF SERVICE FOR UGEN REHABILITATION MANAGEMENT PLATFORM (Updated January 23, 2026)

These provider terms of service (“Provider Terms of Service”) are hereby incorporated into the Customer Agreement (“Agreement”), which together exclusively govern the provider’s use of the UGen Platform for its patients. By evaluating, using or subscribing to the UGen Platform, Customer hereby agrees to be bound by these Provider Terms of Service, as part of the Agreement. The Provider Terms of Service may be updated or amended at any time by UGen with or without notice to you, a copy of which will be available for review at <http://ugen.health>, with such updated Provider Terms of Service will be binding on you. These Provider Terms of Service shall apply to your use of the UGen Platform throughout the Term. Any capitalized term(s) not defined in these Provider Terms of Service shall be as defined in the Agreement.

1. **Grant of License.** UGen hereby grants Customer a non-exclusive, non-transferable, revocable license to access and use the UGen Platform during the Term in accordance with the terms of the Agreement. As defined in the Agreement, the UGen Platform includes the associated hardware, software, updates, and documentation made available by UGen. Customer shall use the UGen Platform only as authorized by UGen and in compliance with all applicable laws and regulations.
2. **Scope of Use and/or Subscription.** The Customer’s evaluation of, use of and/or subscription to the UGen Platform includes access to the UGen Platform, any updates, and customer support provided by UGen. The UGen Platform is provided solely for Customer’s internal business purposes to be used exclusively for patient rehabilitation in connection with the intended use provided herein. Access to and use of the UGen Platform is subject to the specific terms and conditions herein and in the Agreement.
3. **Use of the UGen Platform; Exercise Selection.** Customer acknowledges that, as a digital rehabilitation tool, the UGen Platform compliments in-person physical therapy by helping support patient completion of Customer’s prescribed exercises either in-clinic or remotely between in-person visits, and provides the Customer with the ability to select, manage and monitor rehabilitation exercises, range of motion, number of repetitions and sets, and/or other parameters, as determined appropriate solely by Customer using its own clinical judgement and expertise. Selection of the exercises available on the UGen Platform, any customization of any such exercises, including any changes to the stated range of motion for each exercise, and applicable patient selection for use of the UGen Platform, are the sole and exclusive responsibility of Customer, as determined solely by Customer using its clinical judgement and expertise. Customer shall only use the UGen Platform in accordance with the training and information provided by UGen.
4. **Limitation of Clinical Decision-Making.** The Customer acknowledges that the UGen Platform is not designed, is not intended to be, nor shall it be used, for clinical decision-making purposes. The UGen Platform is intended solely as a tool to provide an interactive rehabilitation environment by providing exercises for users to perform. Neither UGen, its employees, its independent contractors, nor the UGen Platform provide any medical advice, diagnosis, or treatment recommendations, nor do they replace the clinical judgment of healthcare professionals. The responsibility for making all clinical decisions, including diagnosis, treatment, and care plans for patients, and selection of rehabilitation exercises for patients, remains solely with the Customer and the Customer’s healthcare providers and patients. Customer shall ensure that all clinical staff using the UGen Platform are duly licensed, qualified, and operating within their lawful scope of practice and that the use of the UGen Platform complies with applicable clinical standards, laws, and regulations governing the practice of medicine and physical therapy. Customer retains sole responsibility for the oversight, supervision, and performance of its clinical staff, as well as for maintaining accurate, complete, and timely patient records, including any patient consents, and employing reasonable security precautions when using the UGen Platform.
5. **No Emergency Monitoring or Urgent-Care Services.** Customer acknowledges that the UGen Platform, including the Therapist App, Patient App, Sensors, dashboards, reports, and any related functionality, does **not** provide continuous or real-time monitoring of patients and is not intended or designed to detect or respond to medical emergencies, life-threatening conditions, or other urgent situations. UGen does not review, monitor, or analyze patient data or communications for the purpose of identifying or responding to such conditions and does not provide triage, emergency, or on-call clinical services of any kind. Customer shall clearly inform its patients that they must not use the UGen Platform to report or seek help for medical emergencies or urgent issues and that they should instead contact emergency services (e.g., 911) or their health care provider directly.

6. Fees and Payment Terms:

6.1 **Fees.** Customer shall pay UGen all fees in the Order Form, including but not limited to, the Subscription Fee(s) and any taxes or other governmental fees, which shall be fixed for the then-current Term of the Agreement, subject to the following exceptions:

(a) **Cost Increases:** With thirty (30) days prior written notice via email at any time, UGen may pass through any increases in its own costs to supply the UGen Platform to the Customer on a dollar-for-dollar basis, without markup.

(b) **Price Increases at Renewal Term:** With at least thirty (30) days prior written notice via email before the end of the then-current Term, UGen may increase the then-current Subscription Fee, with such increase becoming effective at the start of the new Term.

(c) **Failure to Provide Data for Case Studies:** Customer acknowledges the value of providing timely and accurate historical data for case studies. If Customer fails to provide timely such data for case studies as required under the Agreement, UGen may, in its sole discretion, increase the Subscription Fee at any time. Such increase may be applied as determined by UGen and will be communicated in advance via email to Customer.

(d) **Discounts.** The Parties intend to comply with the Federal Anti-Kickback Statute and its Discount Safe Harbor (42 C.F.R. § 1001.952(h)) and acknowledge that no remuneration provided under the Agreement or Customer Order is intended to induce or reward referrals or purchasing decisions for any item or service reimbursable under federal health care programs and any discounts or rebates provided by UGen shall constitute lawful price reductions. Customer shall remain solely responsible for any applicable reporting and pass-through obligations to federal health care programs.

6.2 **Payment Terms.** Unless otherwise agreed in writing, payment of all fees, including the Subscription Fee(s), must be made in full by Customer within 15 days of the invoice date.

6.3 **Late Payments.** Any overdue payments may be subject to interest at a rate of 1.5% per month or the highest rate allowed by law, whichever is greater. UGen reserves the right to suspend access to the UGen Platform if payment is not received within 30 days of the due date.

6.4 **Pricing.** All pricing and terms are subject to availability and delivery of the Sensors, and additionally subject to the payment, renewal, and return provisions of the Agreement. Pricing based on 2026 RTM (<https://www.federalregister.gov/documents/2025/11/05/2025-19787/medicare-and-medicaid-programs-cy-2026-payment-policies-under-the-physician-fee-schedule-and-other#h-133>)

7. Purchases & Order Fulfillment:

7.1 **Purchase Orders and Order Acknowledgment.** Customer shall provide UGen with a purchase order for the Pilot. Additionally, Customer shall place all orders for Sets either through the Customer Order Form(s), or by submitting a written purchase order (“Purchase Order”) to UGen. Each Purchase Order shall specify the following: (i) the price for the Sets, which shall be equal to then applicable Subscription Fee, (ii) the quantity of Sets being ordered, and (iii) the requested delivery date. UGen shall have no obligation to ship any Set unless it has provided an order acknowledgment form to the Customer, confirming the terms of the Purchase Order, including the price, quantity, and anticipated delivery date (the “Order Acknowledgment”). The Order Acknowledgment shall serve as UGen’s acceptance of the Purchase Order and the terms therein.

7.2 **Lead Time and Shipment.** Customer shall order Sets ordered from UGen with a minimum lead time of at least sixty (60) days, the fulfillment of which will be subject to the then current availability of the Sets and any other factors beyond the UGen’s control which could impact the delivery date.

8. Return of Sets:

8.1 **Return Upon Termination.** Upon termination of this Agreement, for any reason, Customer shall be solely responsible for returning back to UGen all Sets provided to Customer during the Term. All such Sets shall be returned to UGen in substantially the same condition as when originally delivered to the Customer, subject to normal wear and tear.

8.2 Responsibility for Missing or Damaged Sets. The Customer shall be solely responsible for the collection of all Sets back from patients after each and every use of the UGen Platform, and shall be solely responsible for the cost of any missing or damaged Sets. In the event any Sets are missing or damaged, the Customer shall be liable to UGen in the amount of \$100 per Set, unless UGen provides written approval for a different price for any specific Set.

8.3 Return Procedure. The Customer shall return the Sets to UGen in accordance with UGen's return instructions, which will be separately provided to the Customer. The Customer shall bear the costs and risk of loss of returning the Sets to UGen, unless otherwise agreed upon in writing by UGen.

9. License Restrictions. Customer shall not do any of the following before, during or after the Term of the Agreement and will use reasonable efforts to ensure that its patients and staff do not: (i) reverse engineer, decompile, disassemble, or attempt to discover the source code of the UGen Platform; (ii) sublicense, rent, lease, or distribute the UGen Platform, except as otherwise required for its patient use in accordance with this Agreement; (iii) use the UGen Platform to create or develop any derivative works; and/or (iv) use the UGen Platform for any purpose that violates any applicable law or regulation.

10. Data Ownership and Use

10.1 Platform Data. To the greatest extent permitted by law, UGen retains the exclusive and sole right to and ownership of any and all data that is related to, generated by or derived from the UGen Platform, including but not limited to, usage data, deidentified patient data and aggregated data, exercise data, injuries or conditions being rehabilitated, and other metrics or data ("UGen Data"). Customer acknowledges that UGen may use the UGen Data for any business purpose(s) for itself or its business partners, including but not limited to, improving the UGen Platform, analyzing trends, generating aggregated reports, marketing materials, case studies and/or development of new products and services. Notwithstanding the foregoing, UGen shall not disclose any personally identifiable information ("PII") to third parties, except as required or permitted by law.

10.2 Patient Data. Except for the UGen Data, Customer retains ownership of any patient or customer name, contact information, protected health information, or similar data inputted into the UGen Platform by Customer or its patients ("Customer Data"). Customer is solely responsible for the collection, accuracy, and maintenance of Customer Data. UGen shall have access to Customer Data only for the purpose of providing the UGen Platform and the services and support to the Customer and/or patients, under the Agreement and the Provider Terms of Service. UGen shall take reasonable steps to protect Customer Data and will not disclose Customer Data to third parties except as permitted or required by law and with respect to Protected Health Information ("PHI"), as permitted under Section 21 of these Provider Terms of Service (Business Associate Agreement).

11. Reimbursement Information. UGen may provide Customer with information related to Remote Therapeutic Monitoring ("RTM") Current Procedural Terminology ("CPT") codes and potential reimbursement opportunities as part of the UGen Platform. This information is provided to Customer for informational purposes only and should not be construed as medical, legal, or financial advice. Insurance reimbursement policies, including those related to RTM services, are subject to change and vary by insurer and payer. UGen makes no representations regarding the reimbursement rates or the Customer's ability to obtain reimbursement for RTM services. Customer is solely responsible for verifying insurance coverage and reimbursement policies with relevant insurers or third-party payers and federal health care programs and ensuring compliance with all applicable laws, regulations, and insurance requirements related to RTM services.

12. Regulatory; Intended Use. The UGen Platform is an FDA Class II 510(k) exempt medical device and is being provided to Customer under product code QKC as an *Interactive Rehabilitation Exercise Device, Prescription Use*. As such, the device is a prescription device intended to provide an interactive rehabilitation environment by providing exercises for users to perform. (See: <https://www.accessdata.fda.gov/scripts/cdrh/cfdocs/cfpd/classification.cfm?id=QKC>)

- 13. Limited Warranty.** UGEN WARRANTS TO CUSTOMER THAT THE SENSOR(S) INCLUDED AS PART OF EACH “SET”, WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR THE DURATION OF THE CUSTOMER'S SUBSCRIPTION TERM (THE "LIMITED WARRANTY"). IF A SET(S) IS FOUND TO BE DEFECTIVE DURING THE TERM, AS REASONABLY DETERMINED BY UGEN IN ITS SOLE AND ABSOLUTE DISCRETION, THEN UGEN WILL, IN ITS SOLE DISCRETION, EITHER REPAIR, REPLACE, OR REFUND THE DEFECTIVE SET(S) AT ITS COST AND FREE OF CHARGE. THIS WARRANTY DOES NOT COVER AND EXCLUDES ANY DAMAGE RESULTING FROM ANY MISUSE, ACCIDENTS, NEGLIGENCE, UNAUTHORIZED MODIFICATIONS, IMPROPER HANDLING OR INSTALLATION. TO MAKE A CLAIM, THE CUSTOMER MUST CONTACT UGEN'S CUSTOMER SERVICE AND PROVIDE A DESCRIPTION OF THE DEFECT AND RETURN THE SET (IF REQUIRED) AS INSTRUCTED BY UGEN. UGEN'S SOLE LIABILITY FOR ANY SET SUBJECT TO THE LIMITED WARRANTY IS LIMITED TO THE REPAIR, REPLACEMENT, OR REFUND OF THE SET BY UGEN, AND EXCLUDES ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS NON-TRANSFERABLE AND ONLY APPLIES TO THE ORIGINAL CUSTOMER. ANY DISPUTES RELATED TO THIS WARRANTY SHALL BE GOVERNED BY THE DISPUTE RESOLUTION PROCEDURES IN THE PROVIDER TERMS OF SERVICE AND THE LAWS OF THE STATE OF OHIO.
- 14. Warranty Disclaimer.** CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE LIMITED WARRANTY, THE UGEN PLATFORM IS OTHERWISE PROVIDED "AS IS" AND UGEN MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE ADEQUACY, AVAILABILITY, STABILITY, UTILITY, INTEGRITY OR QUALITY OF THE SERVICES, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. FOR THE AVOIDANCE OF DOUBT, UGEN DOES NOT WARRANT THE ACCURACY OF THE SET'S RANGE OF MOTION SETTINGS OR DETERMINATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY RTM REIMBURSEMENT INFORMATION IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, AND THAT UGEN DOES NOT GUARANTEE OR WARRANT REIMBURSEMENT FROM ANY INSURER, NOR DOES UGEN ASSUME ANY RESPONSIBILITY FOR THE SUCCESS OR FAILURE OF THE CUSTOMER'S ATTEMPTS TO OBTAIN INSURANCE REIMBURSEMENT FOR RTM OR OTHER SERVICES. UGEN DOES NOT WARRANT THAT THE PLATFORM WILL OPERATE ERROR-FREE OR UNINTERRUPTED, WILL BE FREE FROM BUGS, DEFECTS, OR OTHER ISSUES, OR THAT THE UGEN PLATFORM WILL MEET CUSTOMER'S SPECIFIC REQUIREMENTS. UGEN DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR DECISIONS MADE BY THE CUSTOMER OR ITS PERSONNEL BASED ON DATA PROVIDED OR NOT PROVIDED BY THE UGEN PLATFORM.
- 15. Dispute Resolution and Governing Law.** Any dispute, controversy, or claim arising out of or relating to this Agreement or the Provider Terms of Service (“Claim”) shall be exclusively resolved in the state or federal courts located in Cuyahoga County, Ohio, and UGen and Customer hereby consent to the jurisdiction of such courts and waive any objections to venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflicts of law principles. Prior to initiating any legal proceedings, UGen and Customer agree to make good faith efforts to resolve the dispute through negotiation, and if such efforts are unsuccessful within thirty (30) days, either UGen or Customer may then seek to resolve the Claim through the courts.
- 16. Support and Maintenance.** UGen will provide Customer with initial in-service training on the UGen Platform, together with reasonable ongoing support and maintenance for the UGen Platform during the Term, which will be provided in a format reasonable determined by UGen. Customer shall use the UGen Platform strictly in accordance with such in-service training, and any documentation provided, including product labeling and the User Manual provided to Customer. UGen may suspend access to the UGen Platform without prior notice or liability if it determines that: (a) the UGen Platform is being misused or used in violation of the Agreement; (b) Customer fails to cooperate with a reasonable investigation requested by UGen; (c) suspension is necessary to protect UGen's systems or other customers; (d) such is required by law enforcement or a governmental authority; or (e) payment is overdue.
- 17. Confidentiality.** Customer shall at all times during and after the Term, maintain the confidentiality of any proprietary information disclosed by UGen in connection with UGen Platform, specifically including the terms of this Agreement, including without limitation the amount of the Subscription Fee paid by Customer, current or planned features and functionality of the UGen Platform, and potential business partnerships, and to use such information solely for the purposes of the business relationship with UGen. Confidential information shall not include information that is publicly available, is received from a third party without a breach of confidentiality, or is disclosed with the prior written consent via email of UGen.

- 18. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE PROVIDER TERMS OF SERVICE OR THE AGREEMENT, UGEN'S LIABILITY UNDER THE CUSTOMER AGREEMENT FOR THE UGEN PLATFORM SHALL BE CAPPED BY, AND SHALL NOT EXCEED, THE AMOUNT OF THE SUBSCRIPTION FEE PAID BY CUSTOMER FOR THE UGEN PLATFORM SUBSCRIPTION DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT SHALL UGEN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE UGEN PLATFORM, INCLUDING ANY CLAIMS OR DISPUTES RELATED TO PROFESSIONAL LIABILITY OR INSURANCE REIMBURSEMENT, EVEN IF CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UGEN'S LIABILITY FOR ANY CLAIM RELATED TO REIMBURSEMENT OR INSURANCE DISPUTES IS EXPRESSLY DISCLAIMED, AND CUSTOMER ASSUMES FULL RESPONSIBILITY FOR MANAGING REIMBURSEMENT PROCESSES WITH INSURERS OR THIRD-PARTY PAYERS.
- 19. Indemnification.** Customer hereby agrees to defend, indemnify, and hold UGen and all of its officers, shareholders, representatives, agents and employees (each a, "UGen Indemnitee") harmless from any loss, damage, liability, or expense, including reasonable attorney's fees, that the UGen Indemnitees incur from claims arising due to Customer's breach of the license restrictions in Section 9 or the confidentiality provisions in Section 17 or any injuries or death of persons and/or damage to property, arising directly or indirectly out of a patient's use of the UGen Platform, except for claims arising from the gross negligence or willful misconduct of the UGen Indemnitees.
- 20. Term and Termination.** The Agreement will remain in effect during the Term, unless terminated earlier as provided herein. Either party may terminate this Agreement if the other party materially breaches any term of the Agreement or the Provider Terms of Service and fails to cure such breach within thirty (30) days after receipt of written notice. Upon termination, Customer agrees to immediately cease using the UGen Platform and destroy all copies of the UGen Platform, the instructions for use and any other documents relating to the UGen Platform in its possession. At the end of the Initial Commercial Term, the Term shall automatically renew for successive Renewal Term(s), with each Renewal Term being twelve (12) months, unless either party provides written notice of non-renewal at least thirty (30) calendar days prior to the expiration of the then-current Term or Renewal Term (as applicable).
- 21. HIPAA Compliance.** The parties shall comply with all applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended. When UGen acts as a Business Associate to Customer, the following terms apply to provide the required assurances under HIPAA:
- 21.1 Permitted Uses and Disclosures.** UGen will not use or disclose Protected Health Information ("PHI") other than as necessary to perform the Services or as permitted or required by law and will comply with applicable HIPAA requirements.
- 21.2 Safeguards.** UGen will use appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI and electronic PHI ("ePHI") and comply with the Security Rule to the extent applicable.
- 21.3 Subcontractors.** UGen will ensure that any subcontractors or agents who create, receive, maintain, or transmit PHI on UGen's behalf agree in writing to restrictions and conditions no less protective than those in this Agreement.
- 21.4 Reporting.** UGen will promptly report to Customer any unauthorized use or disclosure of PHI, and any Breach of Unsecured PHI or Security Incident involving ePHI of which it becomes aware, and will mitigate any known harmful effects to the extent practicable.
- 21.5 Access, Amendment, and Accounting.** To the extent UGen maintains PHI in a Designated Record Set, UGen shall: (a) Provide access to PHI as required by 45 C.F.R. §164.524; Make amendments as required by 45 C.F.R. §164.526; and (c) Maintain and make available an accounting of disclosures as required by 45 C.F.R. §164.528.
- 21.6 Government Access.** UGen will make its internal practices, books, and records relating to the use or disclosure of PHI available to the Secretary of Health and Human Services as necessary to determine Customer's compliance with HIPAA as it relates to this Agreement.
- 21.7 Return or Destruction of PHI.** Upon termination of this Agreement, UGen will return or destroy PHI, if feasible. If return or destruction is infeasible, UGen will extend the protections of this Agreement to such PHI and limit further uses and disclosures.
- 21.8 Customer's Right to Terminate.** Customer may terminate this Agreement if it reasonably determines that UGen has materially breached its obligations regarding PHI and failed to cure such breach within a reasonable period after written notice.
- 21.9 Carrying Out Customer Obligations.** Where UGen is required to perform a Customer obligation under the Privacy Rule, UGen will comply with the Privacy Rule requirements applicable to Customer in performing that function.

21.10 **Permitted Vendor Uses.** UGen may: (a) Use and disclose PHI for Data Aggregation services as permitted by 45 C.F.R. §164.504(e)(2)(i)(B); (b) De-identify PHI in accordance with 45 C.F.R. §164.514 and use de-identified data for lawful purposes, including analytics, product improvement, and other legitimate business purposes; (c) Use PHI as necessary for UGen's proper management and administration or to carry out its legal responsibilities; and (d) Disclose PHI for UGen's proper management and administration if the disclosure is required by law, or if UGen obtains reasonable assurances that the recipient will maintain the information in confidence, use or further disclose it only as required by law or for the purpose disclosed, and notify UGen of any known breaches of confidentiality.

21.11 **Definitions.** Terms such as "Breach," "Business Associate," "Data Aggregation," "Designated Record Set," "Protected Health Information," and "Security Incident" shall have the same meaning as in HIPAA; provided that PHI shall be limited to the PHI created, received, transmitted, or maintained by UGen for Customer under this Agreement.

22. Intellectual Property. The UGen Platform provided under the Agreement is protected by one or more patents and trademarks owned or licensed by Xperience Robotics, Inc. (d/b/a UGen). The UGen Platform, including any related documentation or technology, is subject to intellectual property rights, including but not limited to, the following patents: US11325000B2, US11779808B2, US11007406B2, and US11992727B2, and the following trademark(s): UGen[®] and XYZ[™]. By evaluating, subscribing to or using the UGen Platform, Customer acknowledges that the UGen Platform is protected by these intellectual property rights and it will not infringe, reverse-engineer, or misuse the UGen Platform in violation of such rights. The Customer further agrees not to remove, alter, or obscure any patent, trademark, or other intellectual property notices on or used in the UGen Platform.

23. Ownership of UGen Platform; Feedback. The UGen Platform, together with all intellectual property rights therein, shall be exclusively owned by UGen, both during and after the Term. Customer hereby acknowledges that any ideas, suggestions, improvements, modifications, feedback, or other communications provided by the Customer, its employees, contractors, agents, or patients related to the UGen Platform, including but not limited to suggestions for new features, enhancements, or other improvements ("Feedback"), shall become the exclusive property of, and be exclusively owned by UGen. Customer hereby assigns and/or transfers to UGen, its successors and assigns, its entire right, title and interest in and to all such Feedback, and any patent, patent application or other intellectual property deriving therefrom, including the right to file patent applications directly in the name of UGen and to claim for any such applications any priority rights to which such applications are entitled under law, and to cooperate with UGen as may be necessary or desirable for obtaining, sustaining, reissuing or enforcing such patent or patent applications, and for perfecting, recording or maintaining any such title in UGen. UGen shall have the right to use such Feedback for any purpose, including but not limited to, the development of new products, features, or services, without further compensation or approval from Customer. Customer acknowledges that UGen is under no obligation to review, implement, or act on any Feedback provided by Customer.

24. Force Majeure. Neither party shall be liable for any failure or delay in performance under the Agreement or the Provider Terms of Service (other than for the payment of money) due to a force majeure event, which includes, but is not limited to, acts of God, natural disasters, war, terrorism, pandemics, governmental regulations, labor strikes, shortages of materials or energy, or any other event beyond the reasonable control of the affected party. The affected party shall promptly notify the other party in writing of the force majeure event, describing its nature, duration, and impact on performance, and shall use commercially reasonable efforts to mitigate its effects and resume performance as soon as practicable. If the force majeure event continues for more than sixty (60) days, either party may terminate the Agreement upon written notice without liability. However, the occurrence of a force majeure event shall not relieve the Customer of its obligation to pay for Subscription Fees already invoiced.

25. Entire Agreement. The Agreement, the Customer Order Form, and these Provider Terms of Service, together with any other document(s) that UGen has attached hereto, linked to (including, without limitation the terms of use for the integrated software that includes the Therapist App) or executed that specifically reference these Provider Terms of Service (such as a purchase order confirmation, quotation, proposal, or user manual), constitute the entire agreement between UGen and you regarding the subscription to and use of the UGen Platform or Sets, as used interchangeably herein, and supersedes all other agreements and understandings, whether written or oral, between the parties, constitute the entire agreement between UGen and Customer regarding the use of the UGen Platform. No other terms or conditions shall be binding unless agreed to in writing by both parties. Notwithstanding anything to the contrary in any purchase order, quotation, proposal, by accepting delivery of the Sets, Customer hereby agrees to be exclusively bound by and accept these Provider Terms of Service. No additions, conditions, amendments, alterations, or modifications by Customer or any other person, whether oral or contained in any other documents submitted from Customer to UGen will be binding on UGen, regardless of UGen's failure to object or UGen's shipment of the Sets, unless otherwise agreed to in writing and signed by an authorized

UGen[®] Customer Agreement

representative of UGen. In the event of any conflict between these Provider Terms of Service and the Agreement, quote, or other document, these Provider Terms of Service shall control any such conflict.

- End of Provider Terms of Service –