

## Software as a Service Agreement

This Software as a Services Agreement (this “Agreement”), effective as of the \_\_\_\_ day of \_\_\_\_\_, 202\_ (the “Effective Date”), is by and between Comprehend PT Inc., a Delaware Corporation (“Comprehend PT”) with offices located at 4498 Main Street, Suite 4 #1268, Amherst, New York 14226 and \_\_\_\_\_, (“Client”) with offices located at \_\_\_\_\_ . Comprehend PT and Client shall hereinafter individually be referred to as a “Party” and collectively as the “Parties.”

WHEREAS, Comprehend PT has the capability and capacity to provide certain generative medical documentation services through its software; and

WHEREAS, Client desires to retain Comprehend PT to provide the said services through Comprehend PT’s software and Comprehend PT is willing to perform such services through providing access to its software under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Definitions.

(a) “Aggregated Statistics” means data and information related to Client’s use of the Services that is used by Comprehend PT in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

(b) “Authorized User” means Client’s employees, consultants, contractors, and agents (i) who are authorized by Client to access and use the Services under the rights granted to Client pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

(c) “Client Data” means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Client or an Authorized User through the Services.

(d) “Documentation” means Comprehend PT’s user manuals, handbooks, and/or guides relating to the Services provided by Comprehend PT to Client either electronically or in hard copy form.

(e) “Comprehend PT IP” means the Services, the Documentation, and any and all intellectual property provided to Client or any Authorized User in connection with the foregoing. For the avoidance of doubt, Comprehend PT IP does not include Client Data.

(f) “Services” means the software-as-a-service offering described in **Exhibit A**.

2. Access and Use.

(a) Provision of Access. Subject to and conditioned on Client’s payment of Fees and compliance with all other terms and conditions of this Agreement, Comprehend PT hereby grants Client a non-exclusive, non-transferable (except in compliance with Section 11(g)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Client’s internal use. Comprehend PT shall provide to Client the necessary passwords and network links or connections to allow Client to access the Services. The total number of Authorized Users will not exceed the number set forth in **Exhibit A**, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.

(b) Documentation License. Subject to the terms and conditions contained in this Agreement, Comprehend PT hereby grants to Client a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 11(g)) license to use the Documentation during the Term solely for Client’s internal business purposes in connection with its use of the Services.

(c) Use Restrictions. Client shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Client shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(d) Reservation of Rights. Comprehend PT reserves all rights not expressly granted to Client 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 Client or any third party any intellectual property rights or other right, title, or interest in or to the Comprehend PT IP.

(e) Suspension. Notwithstanding anything to the contrary in this Agreement, Comprehend PT may temporarily suspend Client’s and any Authorized User’s access to any portion or all of the Services if: (i) Comprehend PT reasonably determines that (A) there is a threat or attack on any of the Comprehend PT IP; (B) Client’s or any Authorized User’s use of the Comprehend PT IP disrupts or poses a security risk to the Comprehend PT IP or to any other customer, client, or vendor of Comprehend PT; (C) Client, or any Authorized User, is using the Comprehend PT IP for fraudulent or illegal activities; (D) subject to applicable law, Client has

ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Comprehend PT's provision of the Services to Client or any Authorized User is prohibited by applicable law; (ii) any vendor of Comprehend PT has suspended or terminated Comprehend PT's access to or use of any third-party services or products required to enable Client to access the Services; or (iii) in accordance with Section 4(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). Comprehend PT shall use commercially reasonable efforts to provide written notice of any Service Suspension to Client and to provide updates regarding resumption of access to the Services following any Service Suspension. Comprehend PT shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Comprehend PT will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Client or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Comprehend PT may monitor Client's use of the Services and collect and compile Aggregated Statistics. As between Comprehend PT and Client, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Comprehend PT. Client acknowledges that Comprehend PT may compile Aggregated Statistics based on Client Data input into the Services. Client agrees that Comprehend PT may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law.

3. Client Responsibilities. Client is responsible and liable for all uses of the Services and Documentation resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Client will be deemed a breach of this Agreement by Client. Client shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

4. Fees and Payment.

(a) Fees. Client shall pay Comprehend PT the fees ("Fees") as set forth in **Exhibit A** without offset or deduction. Client shall make all payments hereunder in US dollars on or before the due date set forth in **Exhibit A**. If Client fails to make any payment when due, without limiting Comprehend PT's other rights and remedies: (i) Comprehend PT may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Client shall reimburse Comprehend PT for all costs incurred by Comprehend PT in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for thirty (30) days or more, Comprehend PT may suspend Client's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.

(b) Taxes. All Fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on Comprehend PT income.

(c) Auditing Rights and Required Records. Client agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Comprehend PT may, at its own expense, on reasonable prior notice, periodically inspect and audit Client's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Client has underpaid Comprehend PT with respect to any amounts due and payable during the Term, Client shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 4(a). Client shall pay for the costs of the audit if the audit determines that Client's underpayment equals or exceeds 15% for any quarter. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of two years after the termination or expiration of this Agreement.

5. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination

or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

6. Intellectual Property Ownership; Feedback.

(a) Comprehend PT IP. Client acknowledges that, as between Client and Comprehend PT, Comprehend PT owns all right, title, and interest, including all intellectual property rights, in and to the Comprehend PT IP.

(b) Client Data. Comprehend PT acknowledges that, as between Comprehend PT and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to the Client Data. Client hereby grants to Comprehend PT a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Client Data and perform all acts with respect to the Client Data as may be necessary for Comprehend PT to provide the Services to Client, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Client Data incorporated within the Aggregated Statistics.

(c) Feedback. If Client or any of its employees or contractors sends or transmits any communications or materials to by mail, email, telephone, or otherwise, suggesting or recommending changes to the Comprehend PT IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“Feedback”), Comprehend PT is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Client hereby assigns to Comprehend PT on Client’s behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Comprehend PT is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Comprehend PT is not required to use any Feedback.

7. Warranty Disclaimer. THE SERVICES, SOFTWARE, AND COMPREHEND PT IP IS PROVIDED “AS IS” AND COMPREHEND PT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPREHEND PT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. COMPREHEND PT MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE, SERVICES, AND/OR COMPREHEND PT IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

8. Indemnification. Client shall indemnify, hold harmless, and, at Comprehend PT's option, defend Comprehend PT from and against any and all losses, damages, liabilities, costs (including [reasonable] attorneys' fees) ("Losses") incurred by Comprehend PT resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Client Data, or any use of the Client Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Client's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Comprehend PT or authorized by Comprehend PT in writing; or (iv) modifications to the Services not made by Comprehend PT, provided that Client may not settle any Third-Party Claim against Comprehend PT unless Comprehend PT consents to such settlement, and further provided that Comprehend PT will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

9. Limitation of Liability. IN NO EVENT WILL COMPREHEND PT BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER COMPREHEND PT WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL COMPREHEND PT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO COMPREHEND PT UNDER THIS AGREEMENT IN THE 6-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. Term and Termination.

(a) Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until one (1) month/year from the Effective Date (the "Initial Term"). This Agreement will automatically renew for additional successive one (1) year/month terms unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term").

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Comprehend PT may terminate this Agreement, effective on written notice to Client, if Client: (A) fails to pay any amount when due hereunder, and such failure continues more than thirty (30) days after Comprehend PT's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(c) or Section 5;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Client shall immediately discontinue use of the Comprehend PT IP and, without limiting Client's obligations under Section 5, Client shall delete, destroy, or return all copies of the Comprehend PT IP and certify in writing to the Comprehend PT that the Comprehend PT IP has been deleted or destroyed. No expiration or termination will affect Client's obligation to pay all Fees that may have become due before such expiration or termination or entitle Client to any refund.

(d) Survival. This Section 10(d) and Sections 1, 4, 5, 6, 7, 8, 9, and 11 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

## 11. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties

at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event shall Comprehend PT be liable to Client, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Comprehend PT's reasonable control, including but not limited to acts of God, flood, fire, earthquake, epidemics, pandemics, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of New York. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted in the federal courts of the United States or the courts of the State of New York in each case located in the city of Buffalo and County of Erie, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.



(g) Assignment. Client may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Comprehend PT. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(h) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 5 or, in the case of Client, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(i) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

**CLIENT:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**COMPREHEND PT INC.**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Software as a Service Agreement]

## EXHIBIT A

Capitalized terms used but not defined in this Exhibit A have the meaning given to those terms in the Agreement.

### A. Description of Services:

Comprehend PT is an AI-powered medical scribe tool designed to aid in the medical documentation process. The service listens to the dialogue between a patient and their physical therapist, utilizing its AI capabilities to automatically generate draft notes. The software is meant to be an aid to a physician not a complete replacement and all generated content is expected to be reviewed by the physician. The tool ensures HIPAA compliance, maintaining patient privacy and data security.

### B. Fees:

**Free Trial:** No charge for the first month. This includes unlimited conversations and is valid for a single physical therapist.

**Monthly Subscription:** \$99 per month. This provides unlimited conversations and is suitable for one physical therapist. Estimated at a savings of up to 40 hours per month.

**Yearly Subscription:** \$999 per annum. The package offers unlimited conversations and is designated for one physical therapist. It represents a potential saving of up to 480 hours over the year.

All fees pertain to one physical therapist per subscription

**Payment and Invoicing:** There is no explicit renewal fee notification process specified. Customers can access and download their invoices from the account portal on the Comprehend PT website. The platform does not impose any limitations on renewal fee increases.

### C. Authorized Users:

One Physical Therapist per subscription.