

PROTECT3D New Customer Agreement

Master Service Agreement

This MASTER SERVICES AGREEMENT ("**Agreement**") is entered into by and between Protect3d, Inc. ("**Protect3d**") and the party listed below ("**Client**"). The "**Effective Date**" shall be the date on which Client clicks "I Agree" or otherwise dated below. Protect3d and the Client are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**." The individual who accepts this Agreement represents and warrants to Protect3d that he or she has the authority to bind the Client. IF SUCH INDIVIDUAL DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE TO THESE TERMS, THEN HE/SHE SHOULD NOT ACCEPT THESE TERMS, PLACE ANY ORDER, USE ANY SERVICES OR PURCHASE ANY PRODUCTS.

WHEREAS, the Client desires to access Protect3d's services, which includes a license for the Protect3d App, enhanced support Services, and Products as outlined herein;

NOW, THEREFORE, in consideration of Protect3d's engagement to design and manufacture custom fabricated external braces, orthotics and other similar products (the "**Products**") for Client and its patients (the "**Services**"), the parties hereby agree as follows:

1. **Term & Termination.** The initial term of this Agreement will begin on the Effective Date and, unless earlier terminated, will conclude on the first anniversary of the Effective Date (the "**Initial Term**"). Thereafter, this Agreement shall automatically renew for successive one-year terms (each, a "**Renewal Term**") unless either party provides advance written notice of its intent not to renew at least 30 days prior to the expiration of the then-current Term. The Initial Term and each Renewal Term shall be collectively referred to herein as the "**Term**." Client will not be refunded for any payments or Subscription Fees paid under this Agreement and made prior to such termination. Upon termination of this Agreement, any licenses granted by Protect3d to the Protect3d App shall also terminate. The following provisions will survive the termination of this Agreement: (a) any obligation of the Client to pay for Services rendered or Products delivered before termination, and (b) Sections 3, 6, 7, 9 10, 11(b) and 12-19.

2. **Annual Subscription Fee.** In consideration of the Services provided by Protect3d, clients generally pay a recurring fee (the "Subscription Fee") during the Term. For this Agreement, the Subscription Fee is waived, providing an exclusive benefit to the Client as a valued partner. The waiver of the Subscription demonstrates the commitment of Protect3d to fostering a successful partnership with the Client. This waiver does not affect the other terms and conditions outlined in this Agreement, which remain in full effect.

3. Protect3d Application.

(a) In connection with the Services, Protect3d may provide Client a license to certain proprietary software of Protect3d (the "**Protect3d App**") for internal business purposes. Subject to the terms and conditions of this Agreement, Protect3d hereby grants to Client a non-exclusive, non-transferable, non-sublicensable, revocable license during the Term to access and use the Protect3d App solely for Client's internal business purposes in connection with the procurement and management of Products. All use of the Protect3d App shall be subject to any use restrictions, technical limitations, or acceptable use policies as may be published or communicated by Protect3d from time to time.

(b) Except as expressly provided in this Agreement, Client shall not directly or indirectly: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Protect3d App in any way; (ii) modify or make derivative works based upon the Protect3d App; (iii) reverse engineer the Protect3d App; (iv) access the Protect3d App in order to build a competitive product or service, (v) knowingly send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or

programs; or (vi) intentionally interfere with or disrupt the integrity or performance of the Protect3d App or the data contained therein.

(c) Client is responsible for all activity relating to the Protect3d App occurring under Client's user accounts and shall comply with all applicable U.S. laws and regulations in connection with the use of the Protect3d App, including but not limited to privacy laws and export control laws and regulations. Client shall: (i) notify Protect3d promptly upon becoming aware of any unauthorized use of the Protect3d App; (ii) report to Protect3d immediately and use reasonable efforts to stop immediately any copying or distribution or misuse of the Protect3d App that becomes known or suspected by Client or Client's users; and (iii) not impersonate another provider user or provide false identity information to gain access to or use the Protect3d App.

(d) Protect3d may from time-to-time, and in its exclusive discretion, update the Protect3d App in order to, among other things, correct errors or bugs, improve the performance of the Protect3d App or increase the functionality of the Protect3d App. Client acknowledges that such updates may change or modify certain functions or features of the Protect3d App. Protect3d shall not be liable to Client for any specific changes to the features or functionality of the Protect3d App and Client's exclusive recourse if it is not satisfied with any update or improvement is to stop using the Protect3d App. Nothing herein shall obligate Protect3d to provide any maintenance or support for the Protect3d App and nothing herein shall be interpreted as granting Client a right to receive any upgrades, patches, enhancements, bug fixes, new versions or new releases of the Protect3d App. Protect3d reserves the right to provide new versions of the Protect3d App and/or additional functionality for additional or increased fee.

(e) Protect3d shall provide Client with access to a dedicated account manager for the duration of the Term. The account manager shall be available during normal business hours to support product planning, order tracking, and general inquiries. Client agrees that such dedicated account manager may change from time to time or be substituted at Protect3d's sole discretion.

4. Orders.

(a) In the event that the Client desires to obtain a Product, Client will submit to Protect3d a request for such Product, along with all information and specifications reasonably requested by Protect3d (the "**Order**"), via the Protect3d App. Such Orders will be subject to the terms and conditions of this Agreement. Upon receipt of an Order, Protect3d will review the specifications contained in the Order and, within a reasonable period, either: (i) reject the Order, or (ii) accept the Order and immediately move forward with the design and manufacture of the Product. Upon acceptance by Protect3d of the Order, the Order will become binding on the parties. In the event of any conflict between the Order and this Agreement, this Agreement will control.

(b) The price of Products under this Agreement shall be set forth based on the provided Fee Schedule (the "**Fee Schedule**"), which may be updated by Protect3d from time to time in its sole discretion upon notification to the Client. Such updates may include changes to the prices set forth in the Fee Schedule or the addition or removal of items from the Fee Schedule. Any such updates to the Fee Schedule shall not apply to Orders placed prior to such updates. Such price is exclusive of any shipping costs, taxes, expedited fees, and engineering design fees.

(c) Protect3d will invoice the Client upon acceptance of the Order and payment will be due upon thirty (30) days after the receipt of such invoice. Any travel expenses incurred by Protect3d in the performance of any Services will be billed separately at Protect3d's reasonable, actual out of pocket costs. Any payments not received within thirty (30) days of the date of the invoice will be considered past-due. If any payments are not paid within thirty (30) days of the associated invoice, Protect3d reserves the right to assess interest against any outstanding amount at a rate of one and a half percent (1.5%) per month or portion thereof, or the highest amount permitted by law, whichever is higher. If Client has not paid any sums when due hereunder, including the Subscription Fee, Protect3d may, at its option, suspend Services and/or withhold or suspend further delivery of Products

until such past due sums are paid, regardless of whether or not this Agreement has been terminated; provided that, for the avoidance of doubt, Client's non-payment of sums due hereunder will constitute a material breach of this Agreement.

(d) In some cases, Protect3d will invoice the patient directly. In this case, it is the obligation of the Client to ensure the invoice is paid. Protect3d reserves the right to wait for payment until the invoice has been paid before fabricating the Product.

(e) Client agrees not to replicate or reverse engineer for any reason any Product.

(f) Client will provide Protect3d with all information relevant to the Services or delivery of the Products and any reasonable assistance as may be required for Protect3d to properly perform the Services. Client represents and warrants to Protect3d that all such information will be accurate and complete in all material respects. The adequacy of the scope of work of the Services in addressing Client's needs is solely Client's responsibility. Any timing or fee estimate Protect3d has provided for this engagement takes into account the agreed-upon level of assistance from Client and commitment of Client resources. Client will ensure that each individual using the Products within the scope of such individual's employment with Client possesses the required skills, experiences, and qualifications in the jurisdiction where such use occurs.

5. Proprietary Rights. Protect3d retains all Intellectual Property Rights in the Services, all Products and the Protect3d App. All Intellectual Property Rights in and to all modifications, derivatives and improvements made by Protect3d and/or Client related to such Services, Products and the Protect3d App will and do hereby vest exclusively in Protect3d. "**Intellectual Property Rights**" means all rights relating to intellectual property, including, without limitation, copyrights, trade secrets, trademarks, patents, design rights, goodwill, look and feel, moral rights and any other intangible right relating to intellectual property.

6. Not a Medical Provider. Client acknowledges that Protect3d is not a medical professional or healthcare provider. Protect3d's Products are used at the sole direction of the individual, Client, medical professional or healthcare provider responsible for the care of the patient using the Product.

7. Independent Contractor. Client and Protect3d are at all times independent contractors, and are not agents or representatives of the other. This Agreement is not intended to create a joint venture or partnership relationship between the parties.

8. Protected Health Information. During its use of the Services and Products, Client shall not send, transfer or otherwise provide to Protect3d any protected health information ("**PHI**"), as is defined under HIPAA. In using the Services and Products, the Client may use the Protect3d App to collect deidentified three-dimensional scans of external anatomy of patients.

9. Confidentiality. Each Party may have access to and acquire confidential and proprietary information belonging to the other Party, including but not limited to methods of operation, the terms of this Agreement, fees and other content, business contacts, and special requirements which may constitute trade secrets (collectively, "**Confidential Information**"). During the Term and for five (5) years thereafter, each Party will keep confidential and will not disclose, divulge or use for any purpose (other than the performance of this Agreement) any Confidential Information obtained from the other Party, unless such Confidential Information (a) is known or becomes known to the general public other than as a result of a breach of this Section 9, (b) is or has been independently developed or conceived by such Party without use of the other Party's Confidential Information, or (c) is or has been made known or disclosed to such Party by a third party without breach of any obligations of confidentiality such third party may have to the other Party, Confidential Information shall not include PHI, the treatment which is covered under Section 10.

10. HIPAA Compliance. As applicable, each Party shall comply with their respective and applicable obligations under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations set forth at 45 C.F.R. Parts 160 – 164 (collectively, “**HIPAA**”) with respect to the use, disclosure and protection of PHI. Client shall ensure that Client PHI is delivered solely electronically through a secured application (including the Protect3d App) and that Protect3d observes reasonable safeguards to protect PHI from unauthorized use or disclosure.

11. Warranty; Disclaimer.

(a) All Products sold by Protect3d to Client under this Agreement will conform to the specifications set forth in the Order (the “**Specifications**”). Client shall have a period of thirty (30) days from receipt of any Product (the “**Inspection Period**”) to inspect such Product for conformity to the Specifications. In the event that such inspection reveals that such Product does not conform to the Specifications, Client shall notify Protect3d in writing thereof and Protect3d shall, at its sole discretion, repair or replace such Product. In the event that Client does not notify Protect3d of its rejection of any Product within the Inspection Period, the Client will be deemed to have accepted such Product.

(b) In addition to the Inspection Period, Products sold to Client under this Agreement are warranted for the duration of the applicable sports season, up to six (6) months from the date of delivery (the “**Seasonal Warranty Period**”). If any Product fails under normal use during the Seasonal Warranty Period, Protect3d shall, at its sole discretion, repair or replace such Product at no additional charge. This warranty applies only to Products used by the originally intended user and not altered or modified by Client. Products replaced pursuant to the seasonal warranty are provided without additional charge but do not extend the original Seasonal Warranty Period.

(c) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 11(a) and 11(b), PROTECT3D MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, INTERFERENCE WITH ENJOYMENT OR OTHERWISE. Client assumes all risk and liability for the use of Protect3d's Products or Services. Protect3d makes no claims that the Products will heal current injuries, prevent future injury of users, or provide bone-level support for fractures. Protect3d does not offer medical advice or suggestions for when a user can safely return to activities. Protect3d will have no liability for any Products if the Products are altered in any way or worn by anyone other than the intended user. Additionally, Client agrees to follow any instructions for use provided by Protect3d through the Protect3d App, label of the Products, or directly communicated by Protect3d personnel.

12. Liability. IN NO EVENT: (i) WILL PROTECT3D'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY ORDER, THE PROVISION OF THE SERVICES OR THE USE OF THE PRODUCTS EXCEED THE FEES ACTUALLY PAID TO PROTECT3D BY CLIENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM; AND (ii) WILL PROTECT3D BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICES OR THE PRODUCTS, ANY INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE.

13. Indemnification. Client shall indemnify, defend and hold harmless Protect3d from and against any and all losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of or resulting from any claim, demand, charge, action, cause of action or other proceeding asserted by any third party against Protect3d arising from (i) Client's breach of this Agreement; (ii) the performance of any health care services provided by Client, its employees or contractors; or (iii) Client's use of the Protect3d App beyond the scope of the license provided thereto.

14. Notices. Notice, demand, or other communication required to be given by this Agreement by either Party to the other will be sufficiently given or delivered if it is sent by (i) registered or certified mail, postage prepaid, return receipt requested, (ii) nationally recognized overnight delivery service, (iii) via email transmission or (iv) delivered personally. Unless Protect3d is otherwise notified in writing, Client's address and email for notice purposes will be Client's address and email provided as part of Client's billing information. All notices will be deemed to have been given upon receipt or, if earlier, two (2) business days after being deposited in the mail as required above.

15. Assignment. Client may not assign this Agreement or any of its rights or obligations hereunder without Protect3d's express written consent. Any purported assignment in violation of this Section will be void. Except to the extent forbidden in the previous sentence, this Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the Parties.

16. Severability. To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that any provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

17. Governing Law. This Agreement will be governed solely by the internal laws of the State of North Carolina, without reference to such state's principles of conflicts of law. The Parties consent to the personal and exclusive jurisdiction of the federal and state courts located in North Carolina.

18. Entire Agreement; Modification. This Agreement set forth the entire agreement of the Parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof. Neither Party has relied upon any such prior or contemporaneous communications. This Agreement may be changed, modified or discharged only if consented to in writing by both Parties; provided, however, that the Company may update the Subscription Fee in accordance with Section 2 and the Fee Schedule in accordance with Section 4.

19. Agreement Terms and Counterparts. This agreement may be executed by electronic signature. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. License limits will be waived for the Client.

By clicking "I Agree," "Accept," or any similarly labeled button or checkbox in connection with this Agreement, or by accessing or using the Protect3d App or any related services, the individual acting on behalf of Client represents that they have the authority to bind Client to the terms of this Agreement, and Client agrees to be legally bound by the terms and conditions of this Trial Master Services Agreement. This electronic acceptance shall constitute a binding execution of this Agreement, equivalent to a handwritten signature.