

Eversound Membership Terms and Conditions

I. Right-to-Use Subject to this Agreement, Eversound grants Member only a right to use the Services and related equipment to which they are subscribed per Exhibit A during the Term, provided that Member has not materially breached this Agreement.

II. Online Services As part of the Services during the Term, Eversound will provide a members-only online service that provides online resources for Members of the Eversound System. These include information and guidelines for effective use of Eversound in Member environments such as assisted living and memory care facilities, as well as an online learning management system. Online services also include may include an optional Members Premium Programming that includes recorded,, and interactive and printable programming content. services and materials.available at fees as defined in Exhibit A.

III. Support As part of the Services during the Term, Eversound will provide assistance to Member via telephone, email or other mutually agreed medium during the hours of 9:00 AM to 8:00 PM Eastern US time on business days, excluding federal holidays and weekends.

IV. Ownership All equipment provided by Eversound under this Agreement is and shall remain the property of Eversound, and Eversound retains all intellectual property rights in anything developed or delivered by Eversound under this Agreement. Member may not allow any other third party to use the equipment, whether or not such third party is a part of its Network. Member only has the right to use the equipment in connection with the Services during the Term and shall immediately return same to Eversound after the end of the Term.

V. Breakage Replacement Eversound will replace equipment provided under this Agreement during the Term that is broken or non-working at Eversound's cost, provided that such breakage or failure to work was not caused intentionally or due to gross negligence of the Member or any of Member's staff.

VI. Limited Loss Replacement In the event that any piece of Eversound equipment provided under this Agreement in the possession of Member is lost or stolen, Member agrees to immediately notify Eversound. Eversound will replace at its cost individual headphones that become lost during the Term, with the limit of a maximum of one such loss replacement per Site during any six-month period of membership. Otherwise, Member is

strictly liable for the replacement of, at its cost, any lost or stolen Eversound equipment. The cost of replacing any such equipment is included in Exhibit B and will automatically be added to the next monthly invoice of Member after shipment of the replacement equipment.

VII. Inspection and Inventory of Equipment Eversound reserves the right to inspect all equipment provided to Member under this Agreement for the purposes of assuring that such equipment is fully functional and for inventory records. Eversound will provide at least 3 days' notice for all such inspections, and Eversound and Member agree to cooperate in coordinating times for such inspections that are agreeable and convenient for both Parties.

VIII. Technology Refresh If the Agreement has remained in effect, at three years after equipment delivery, or at another date that is mutually agreed upon by the Parties, Eversound will replace the equipment at Eversound's cost with the then-current most equivalent generally available Eversound product. Eversound will provide Member 60 days' notice of the intent to replace. Member will return the original equipment to Eversound within 30 days of the replacement. After such time, the equipment will be considered lost, and Member will be responsible for all replacement costs.

IX. Term The initial term ("Initial Term") of this Agreement is twelve (12) months starting on the Effective Date, after which the Agreement will automatically renew for successive renewal periods of twelve (12) months, (the Initial Term together with any such renewal term being referred to as the "Term") unless either Party elects not to renew with written notice at least 60 days prior to the end of the Initial Term of any renewal term, as the case may be.

X. Termination This Agreement can be terminated by Member for any reason effective on the annual anniversary of the contract Term with a 60-day prior written notice before the end of the Initial Term or before any subsequent Term. A written notice must be delivered to:

*Eversound Contracts Dept.
125 Kingston Street, 6th Floor
Boston, MA 02111*

If either Party breaches its obligations under this Agreement, and fails to correct such breach within thirty (30) days following receipt from the other Party of written notice of such specifying the nature of the breach in reasonable detail, the non-breaching Party may terminate

this Agreement by giving the breaching Party written notice of such termination.

The initial 30 days from when Services are delivered to a Site falls under our Happiness Guarantee. Notwithstanding the provisions of Section X, at any time up through the first thirty (30) days after initial equipment delivery to a site (the "Trial Period"), Member may terminate this Agreement with respect to the Site immediately for any reason. The Member will return all equipment to Eversound with a shipping label provided by Eversound. If all sites under the Agreement are terminated, during the initial trial period, then the entire Agreement will be terminated. If this Agreement is not terminated during the Trial Period, this Agreement will continue in full force and effect.

XI. Orders, Invoices and Payments The Services contain various functionality and certain portions of the Services are billed at different rates, types and amounts than others. The Member may order any specific portion or functionality of the Services from Eversound at any time during the Term of the Agreement. Member Prices for Services are as listed in Exhibit A. Prices in Exhibit A may be changed by Eversound with 90 days' advance written notice. Such price changes will be considered accepted upon any renewal of the Agreement.

Eversound will invoice for Services upon the date that related equipment is shipped from Eversound or the date such Services are otherwise made available to Member. Payment is due within thirty (30) days of receipt of Eversound's invoice.

After the Initial Term, Member may downgrade (i.e., reduce) Service quantities by giving Eversound 30-day advance written notice for any such downgrade, except that the minimum subscription period for any Service added to this contract after its initial execution is 6 months for each such element of Service and also that the minimum Membership quantity for any given site is at least one "Initial" type Service option from the list in Exhibit A such as an Activity Package - Initial. Any adjustments to the monthly fee in accordance with such changes will appear on the next month's billing cycle.

In the event that an invoice is disputed, Member must give notice of the dispute within 5 days of receipt of such invoice. Any dispute not raised within this 5-day period will be considered waived, and all amounts will be deemed undisputed and due within 30 days of the receipt of the invoice.

XII. Taxes Member is solely responsible for the costs of any and all duties, taxes, levies or fees (including any value-added, sales, use or withholding taxes) imposed on or in connection with the rental or sale of any equipment, or provision of any portion of the Services, by Eversound to Member or to a third party on behalf of Member, or these Terms or the Eversound's Services by any authority (excluding taxes based on Eversound's net income), and the Member agrees to pay same when due, and if Member cannot pay same directly, it shall be paid by Member to Eversound who shall remit same. The Member agrees to and shall indemnify Eversound for all amounts due under this provision.

XIII. Late Payment Unpaid balances exceeding 30 days from receipt of Member's undisputed invoice will accrue interest at 12% per annum.

XIV. Refunds Eversound shall have no obligation to refund to Member any amounts paid by Member to Eversound hereunder.

XV. Use of Name Member hereby grants Eversound the limited right to use Member's name and any related logo to identify Member as a customer of Eversound in listings of its customers, including in its marketing materials or websites.

XVI. Enablement Member agrees to help enable the successful implementation and adoption of the Services and Equipment at each of Member's location(s). Member agrees that all locations and staff adhere to Eversound's onboarding process. As part of onboarding, Eversound will provide online training resources and webinars on products to which Member has subscribed. Member will pay an Onboarding Fee as defined in Exhibit A that includes coverage for training, shipping and other initial community onboarding activities. If within the first 30 days after equipment delivery, a Community has at least one staff member utilize training resources associated with their subscribed products and then pass an associated quiz (75% or better correct score), then the Community will be issued a \$100 credit against their Onboarding Fee.

XVII. Notifying Eversound of Staff Turnover If Member has staff turnover at any community or location, which affects the use of Eversound at your community, Member agrees to promptly let the Eversound Community Success Director know within 10 business days of this staff transition. Member will make every effort to introduce the Eversound Community Success Team to your new staff.

XVIII. Limitation of Liability & Warranty

Disclaimers The Services offer varied content. It is the Member, and applicable Site's, obligation and responsibility to ensure that the content viewed through the subscription is appropriate for the individual users in such Site. As part of the Services, depending on the subscription chosen by the Member, its Network, Sites and residents may have the ability to access and use programming and content which is targeted to provide, or may be used in connection with, physical fitness, exercise, stretching, mobility, or other health and wellness and related topics. Member agrees that it will not allow access to or use of any of such content, until the Member and/or individual Site has performed an evaluation of each potential user and determined if such user is physically prepared for such physical exercise, activities, regime, routine, program, and/or other activities, including, if required the advice of a physician prior to engaging in same.

Eversound shall not be liable to Member, Network or any Site, with respect to physical injury, death or property damage incurred through the use of the Services.

In no event shall Eversound be liable for special, consequential or indirect damages, regardless of whether arising from tort, contract or any other theory of liability and regardless if Eversound was made aware of the possibility or probability of such damages in advance. Further, Eversound's liability with respect to any Party to this Agreement is limited to the sum of the amount actually received by Eversound for the six-month period directly prior to the event or omission which would render Eversound liable.

The Services and equipment provided by Eversound are offered "AS IS" and Eversound makes no representations of any kind, whether express or implied or otherwise regarding the Services or equipment except as explicitly set forth in this Agreement. **EVERSOUND DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.** Member agrees that Member, Network, Sites and end users (of the foregoing) shall use the Services solely at their own risk. The Services may include content which is produced, created, promoted, or provided by third parties and Eversound makes no warranties of any kind with respect to any content or programs.

XIX. Indemnification Eversound shall indemnify, defend and hold harmless Member from and against all losses, claims, damages or other costs of any nature or kind whatsoever arising directly or indirectly out of (i) the breach of any warranty or representation or provision of

this Agreement made by Eversound to Member in this Agreement, or (ii) any infringement claim related to the Services or equipment and the Trademarks, copyrights or trade names used by Eversound. Such indemnify shall include, but not be limited to, reasonable expenses, attorneys' fees, court costs, investigations, litigation and the settlement of any such claim provided Eversound has had the opportunity to participate in the defense and settlement of any such claim.

Member shall indemnify, defend and hold harmless Eversound from and against all losses, claims, damages or other costs of any nature or kind what so ever arising directly or indirectly out of: (1) the breach of any warranty, representation or provision of this Agreement made by Member to Eversound; (2) the negligence or intentional misconduct of Member, its officers, employees, agents or contractors, residents, users or invitees, with respect to the use of the Services or any equipment; and (3) any personal injury or death of any end user of the Services or property damage incurred in the use of the Services. Such indemnity shall include, but not be limited to, reasonable expenses, attorneys' fees, court costs, investigations, litigation and the settlement of any such claim provided Member has had the opportunity to participate in the defense and settlement of any such claim.

XX. Confidentiality (Pricing and Technology) In the course of performing its obligations hereunder and otherwise, the parties will from time to time have access to confidential records, data, customer lists, trade secrets, technology and similar confidential information owned or used in the course of business by one of the parties or its subsidiaries and affiliates (the "Confidential Information"). The party having access to such Confidential Information agrees (i) to hold the Confidential Information in strict confidence, (ii) not to disclose the Confidential Information to any third party (except as required to complete its obligations under this agreement) and (iii) not to use, directly or indirectly, any of the Confidential Information for any competitive or commercial purpose; provided, however, that the limitations set forth above shall not apply to any Confidential Information which (A) is then generally known to the public, (B) became or becomes generally known to the public through no fault of the party having access, or (C) is disclosed in accordance with an order of a court of competent jurisdiction or applicable law. Eversound's pricing terms and amounts are considered a trade secret for terms of the Agreement. This provision shall survive the termination of this Agreement for any reason.

XXI. Additional Terms and Conditions

No Resale: Member will not sub-lease, or “private label” the equipment or Services in any way. All original factory markings on the Equipment must remain intact.

Insurance: Each party shall procure and maintain throughout the term of this agreement comprehensive general liability coverage of at least \$1,000,000 per occurrence and \$3,000,000 in aggregate and workers’ compensation coverage in an amount required by the State in which services are performed.

Survivability: This Agreement is binding upon the Parties and their successive heirs, successors and transferees. If a majority of the Member’s assets or equity is acquired by a third party, or if the Member enters into a merger, reorganization or other transaction where Member is not the surviving party, the acquirer or successor, whatever the case may be, shall be liable, in addition to the Member, to pay all costs and for other obligations to Eversound hereunder.

Entire Agreement: This Agreement, including any exhibits, related acknowledgements, and amendments constitutes the entire agreement between the parties with respect to the subject matter, and supersedes and terminates all prior agreements and understandings, either oral or in writing. No term and conditions contained in a Member purchase order shall supersede or otherwise supplement this Agreement. Any representations, warranties, inducements, promises, understandings or agreements between the parties are void and unenforceable.

No Oral Modifications: Oral modifications to this Agreement, including those by way of release, amendment, waiver or otherwise, are not valid or enforceable. The parties may modify this Agreement only by a written agreement signed by a duly authorized representative of each party.

No Waiver: The failure, refusal or neglect of one party to require the other party to comply with any provision of this Agreement, in whole or in part, does not constitute a waiver by such party of its right to require full compliance with the same or different provisions in the future, regardless of the acceptance of payments or performance by the party seeking compliance.

Authority to Sign: The individual signing this Agreement on behalf of Member represents and warrants that he/she is

fully authorized to execute this Agreement on behalf of and bind Member to the terms set forth herein.

Headings: The headings of each section are for convenience only, and do not define, limit, or construe their contents.

Copies: The parties may sign more than one identical copy of this Agreement, each of which is an original. When the parties sign different, but identical copies of this Agreement, the copies constitute one Agreement.

Severability: All provisions of this Agreement are severable. If any court having jurisdiction finds any provisions, in whole or in part not enforceable, the remainder of this Agreement will continue to be in full force and effect, and the applicable parts of the affected provisions are superseded and modified by such applicable law.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any conflict of law principles, except as may be otherwise provided in this Agreement. The exclusive venue of any action, proceeding or litigation arising out of or in connection with this Agreement shall be in the State or Federal Courts located in any County in the State of New York.