

REVERB MASTER LICENSE AGREEMENT

Last Updated: March 2026

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- c. “**Data Protection Law**” means all federal, state, local and foreign laws, statutes, regulations, rules, and official guidance applicable to the protection of Personal Data under this Agreement in all relevant jurisdictions.
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a. During the Term (defined below) of this Agreement, Reverb may receive or have access to Personal Data of Licensee. Reverb agrees and covenants that it will use and disclose Personal Data solely and exclusively for the purposes for which the Personal Data, or access to it, is provided pursuant to the terms and conditions of this Agreement. Further, each Party shall comply with all Data Protection Laws applicable to the parties; respective collection, use, disclosure and other processing of Personal Data hereunder. Without limiting the generality of the foregoing, Licensee represents and warrants that it has, and will obtain, all right, title, and interest in and to any Licensee Data provided hereunder which may be necessary for Reverb to process such Personal Data for the purposes set forth herein, including in connection with the analysis and monitoring of Licensee's and its Authorized Users; use of the Software Products, and in connection with the legitimate non-commercial business and information security operations of Licensee.

b. In the event the Parties must enter into any agreement or additional provisions to maintain compliance with any applicable Data Protection Laws, the Parties shall negotiate in good faith to agree to such additional terms, including any processing terms required under the GDPR or CCPA.

c. Licensee acknowledges that, to the extent it is a “covered entity” under HIPAA, it will abide by all applicable provisions of HIPAA and will execute a Business Associate Agreement with Reverb on substantially the terms set forth in Reverb’s standard BAA, available [here](#), the terms of which, if executed by Licensee, are hereby incorporated into this Agreement by reference. Licensee further warrants that any sharing of Personal Data, including Confidential Information, between Licensee and Authorized Users will conform to 45 CFR 164.506; Licensee specifically agrees to defend, hold harmless, and indemnify Reverb from and against any breach of the foregoing warranty.

d. Reverb will maintain reasonable and appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Licensee Data, including Personal Data. In the event that any Personal Data is disclosed by Reverb (or its employees, subcontractors or agents) to an unauthorized third party (a “**Data Breach**”), then Reverb shall give notice to Licensee within seventy-two (72) hours of confirming such Data Breach, with full particulars if known, and shall commence an investigation of any such incident. Licensee shall be solely responsible for providing any notices or providing any remedies required by applicable Data Protection Law.

e. Reverb shall maintain a written information security program aligned with the SOC 2 (Trust Services Criteria) framework, including the administrative, technical, and physical safeguards described in **Exhibit A** attached hereto and incorporated herein by this reference (the “**Security Program**”). The Security Program shall include, at a minimum: (i) encryption of Licensee Data in transit using TLS 1.2 or higher and at rest using AES-256 or equivalent; (ii) role-based access controls and enforcement of least privilege principles; (iii) multi-factor authentication for privileged and administrative system access; (iv) centralized logging and monitoring of system activity, with log retention sufficient for audit purposes; (v) regular vulnerability scanning and annual penetration testing, with timely remediation of identified risks; (vi) a documented incident response plan with defined escalation procedures; (vii) secure software development lifecycle (SDLC) practices, including code reviews and dependency scanning; and (viii) security awareness training for personnel with access to Licensee Data. Reverb shall review and update the Security Program no less than annually. Upon Licensee’s written request, and subject to reasonable confidentiality obligations, Reverb shall make available a summary of its then-current security controls or, if available, a copy of its most recent SOC 2 report.

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g. Upon the termination or expiration of this Agreement for any reason, Reverb shall, at Licensee’s election and upon written request delivered within thirty (30) days following the effective date of termination or expiration: (i) return to Licensee all Licensee Data in a commercially reasonable, machine-readable format; or (ii) securely delete or destroy all Licensee Data in Reverb’s possession or control, including in any backup or archival systems maintained by Reverb or its Subprocessors, and provide Licensee with written certification of such deletion upon request. In the event Licensee does not deliver a written request within the thirty (30) day period described above, Reverb shall have no obligation to retain Licensee Data beyond that period and may delete such data in accordance with its then-current data retention policies. Notwithstanding the foregoing, Reverb may retain Licensee Data to the extent required by applicable law

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15. INDEMNIFICATION BY LICENSEE

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Each party’s indemnification obligations are conditioned on the indemnified party: (i) promptly notifying the indemnifying party in writing of any claim; (ii) granting the indemnifying party sole control of the defense and settlement of the claim (provided that the indemnifying party may not settle any claim that imposes any liability or obligation on the indemnified party without its prior written consent, which shall not be unreasonably withheld); and (iii) providing reasonable assistance, at the indemnifying party’s expense, in connection with the defense.

d. Exclusive Remedy

This Section 15 states each party's sole and exclusive liability, and each party's sole and exclusive remedy, for any third-party claims described in this Section.

e. California Residents: you expressly waive CA Civil Code §1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

16. BINDING EFFECT; ASSIGNMENT

This Agreement shall be binding upon and shall inure solely to the benefit of the parties hereto and their respective successors, legal representatives and permitted assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person, other than the parties hereto and the Indemnified Parties, any rights, benefits or remedies of any nature whatsoever under this Agreement, and no other person shall be deemed a third-party beneficiary under this Agreement. Licensee shall not sell, transfer, lease, sublicense, assign, pledge, mortgage or otherwise dispose of any of the rights, privileges, duties, and obligations granted or imposed hereunder without Reverb's prior consent. Notwithstanding anything to the contrary contained herein, Reverb may freely assign this Agreement, including, but not limited to any affiliate or subsidiary or to a third party pursuant to any acquisition, merger or change of control of Reverb.

17. ENTIRE AGREEMENT; SURVIVAL; AMENDMENT; WAIVER

This Agreement, together with any Order Form signed by the parties, constitutes the entire agreement between Reverb and Licensee and supersedes all prior agreements and understandings, whether oral or written, relating to the subject matter hereof expressly including any license agreement between the parties. The provisions of the following sections will survive the termination or expiration of this Agreement for any reason: the preamble (introduction) paragraphs and Sections 1, 3, 5, 7, 8, 10-12, 14, 15, 17, 19, and 23-27. Unless otherwise expressly provided in this Agreement, no delay or omission on the part of any party in exercising any right or privilege under this Agreement shall operate as a waiver thereof, nor shall any waiver on the part of any party in exercising any right or privilege under this Agreement operate as a waiver of any other right or privilege under this Agreement nor shall any single or partial exercise of any right or privilege preclude any other or further exercise thereof or the exercise of any other right or privilege under this Agreement. Notwithstanding anything to the contrary contained herein, Reverb reserves the right, in its sole discretion to make any changes to the Reverb System, Software Products or associated services (including Third Party Services) that it deems necessary or useful, including but not limited to: (a) maintain or enhance: (i) the quality or delivery of the Software Products to its customers; (ii) the competitive strength of or market for the Software Products; or (iii) the Software Products cost efficiency or performance; or (b) to comply with applicable laws or regulations.

18. TERM

Unless otherwise specified in the applicable Order Form, this Agreement has an initial term of one year (the "Initial Term") and, following the Initial Term, shall automatically renew each year on the anniversary of the Execution Date (the "Anniversary Date") for successive one (1) year periods unless terminated by Licensee via written notice to Reverb at the address set forth below at least ninety (90) days prior to an Anniversary Date (the "Term"). . Other than as set forth in Sections 18 and 20 of this Agreement, Licensee may not terminate this Agreement prior to the end of the Term. Upon the termination of this Agreement for any reason, Reverb will not provide any refunds of prepaid fees or unused License Fees, and Licensee will promptly pay all unpaid Fees or other charges due under all active Order Forms through the end of the Initial Term or current Term.

19. GOVERNING LAW

This Agreement, the subject matter thereof, and any disputes related to the foregoing, shall be governed and construed in accordance with the laws of the State of Colorado, without regard to the conflicts of laws provisions thereof. Each of the parties irrevocably and unconditionally agrees that any legal proceeding arising under or in connection with this Agreement except those seeking injunctive relief shall be brought exclusively in the Federal or state courts in the County of Boulder in the State of Colorado, where both parties consent to jurisdiction and venue and service of process by any means permitted therein. THE PARTIES IRREVOCABLY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING UNDER OR RELATING TO THIS AGREEMENT. Licensee has read and understood this Agreement and has had the opportunity to consult with an attorney to the extent Licensee has deemed advisable. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

20. TERMINATION

a. Upon any material breach by Licensee, including, but not limited to, any breach of the restrictions on Software Products use contained herein, Reverb may terminate this Agreement and the license granted hereunder, or suspend Reverb's services to Licensee until such breach is cured. Termination or suspension will not be exclusive of any other remedy available under this Agreement or applicable law. Upon termination of this Agreement for any reason whatsoever, (a) the license and right granted Licensee shall immediately cease and terminate, including all access to the Reverb System, (b) Licensee shall immediately cease use of the Reverb System and Software Products and (c) Licensee shall immediately make any payments due to Reverb. If this Agreement is terminated by Reverb either (i) due to the User's existing or threatened breach of this Agreement or (ii) at Licensee's option, Licensee shall immediately pay any unpaid Fees covering the remainder of the Term of this Agreement. In no event will termination relieve Licensee of Licensee's obligation to pay any License Fees payable to Reverb for the period prior to the effective date of termination.

b. We reserve the right to change, suspend or discontinue any aspect of the Software Products or Site at any time and from time to time, in our sole discretion and without notice or liability, including by adding or eliminating certain features or discontinuing the Software Product(s) entirely. Except as agreed to in an active Order Form, any description of features on the Software Product shall not be considered a representation by Reverb that such features will always be included on the Software Products. From time to time, we may restrict access to some or all of the Site or Software Products, including for Authorized Users. We also reserve the right to terminate or suspend your account or restrict your use of or access to the Software Products, without notice or liability, if we suspect you or an Authorized User have breached this Agreement. If we do suspend your account or restrict your access to the Software Product(s), we may issue you a pro rata refund based on the amount of time remaining in the Term, in our sole discretion.

21. EFFECT OF OUTAGES

In the event of a failure or malfunction of a Software Product for a continuous period of seventy-two hours or more such that Licensee cannot access Reverb for the purposes delineated herein (an "outage"), Reverb will use commercially reasonable efforts to provide alternative access to the Reverb System and Licensee Data. These steps may include, at Reverb's option, using a different Internet host, data center or other Third Party Service. Notwithstanding anything contained herein to the contrary, Reverb shall not be liable for any delay or failure to perform its obligations due to an outage or to circumstances beyond Reverb's control, such circumstances to include, without limitation, natural disasters; terrorism; labor disputes; war; declaration of governments; transportation delays; data center, computer and/or network failures; power outages; acts of civil or military authorities; interruptions in third-party telecommunications or internet equipment or service; introduction of viruses, worms, time bombs or Trojan horses to the Reverb System,

Site or Software Products; acts of God; pandemic; epidemic; or misuse of the Reverb System or the Software Products by Licensee.

22. NOTICES

Any notices or other communications required or permitted hereunder shall be in writing and shall be sufficiently given if sent by overnight mail, registered mail or certified mail, postage prepaid, return receipt registered, to the parties at the addresses set forth in the preamble or such other address as either party provides with reasonable advance notice, and shall be effective upon delivery; or by email:

If to Licensee: at the address given at checkout or on an Order Form.

If to Reverb: at legal@reverbreports.com.

If Licensee's address for notice changes during the Term, Licensee shall promptly provide Reverb with such new address in accordance with this Section 23 of this Agreement.

23. SEVERABILITY

If any provision of this Agreement shall be held invalid, illegal, unenforceable or void, such invalidity, illegality, unenforceability, or voidability will not affect any other terms or provision of this Agreement or Order Form or invalidate or render unenforceable such term or provision in any other jurisdiction and further a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

24. USE OF LICENSEE NAME

Reverb shall be permitted to use Licensee's name, and to generally disclose the services provided to Licensee hereunder, provided that Reverb does not disclose any Confidential Information relating to Licensee or its operations.

EXHIBIT A — SECURITY CONTROLS (SOC 2 ALIGNED)

Reverb maintains the following administrative, technical, and physical safeguards as part of its Security Program described in Section 14(e) of the Agreement. These controls are aligned with the SOC 2 Trust Services Criteria and are reviewed and updated no less than annually.

1. ACCESS CONTROL

Reverb implements role-based access control (RBAC) with enforcement of least privilege principles for all systems processing Licensee Data. Multi-factor authentication (MFA) is required for all privileged and administrative access. User access is provisioned promptly upon role assignment and deprovisioned promptly upon separation or role change. Access rights are reviewed on a regular basis.

2. DATA PROTECTION

All Licensee Data transmitted between Licensee and the Reverb System is encrypted in transit using TLS 1.2 or higher. All Licensee Data stored within Reverb's systems is encrypted at rest using AES-256 or equivalent. Reverb maintains secure key management practices, including key rotation and access restrictions, to protect the integrity of encryption keys.

3. MONITORING AND LOGGING

Reverb maintains centralized logging of system activity across production environments, including access events, authentication events, and administrative actions. Logs are retained for a period sufficient to support audit and incident response activities. Reverb monitors system activity for indicators of unauthorized access or anomalous behavior and maintains alerting mechanisms to support timely detection and response.

4. VULNERABILITY MANAGEMENT

Reverb conducts regular automated vulnerability scans of production systems and performs, or causes to be performed, annual penetration testing by qualified personnel. Identified vulnerabilities are triaged and remediated in accordance with Reverb's internal risk management policies, with critical and high-severity findings addressed on a prioritized basis.

5. SECURE DEVELOPMENT

Reverb follows a secure software development lifecycle (SDLC) that includes peer code reviews, automated dependency scanning for known vulnerabilities, and security-focused testing prior to production deployment. Security requirements are considered at each phase of development and release management.

6. INCIDENT RESPONSE

Reverb maintains a documented incident response plan that defines roles, responsibilities, escalation procedures, and communication protocols for security incidents. The plan is reviewed and updated periodically. Upon confirmation of a security incident affecting Licensee Data, Reverb will notify Licensee within seventy-two (72) hours as set forth in Section 14(d) of the Agreement.

7. WORKFORCE SECURITY

Reverb provides security awareness training to all personnel with access to Licensee Data. Background checks are conducted for personnel in roles with access to sensitive systems or Licensee Data, where permitted by applicable law. Personnel with access to Licensee Data are required to acknowledge applicable confidentiality and data handling obligations as a condition of such access.

EXHIBIT B — DATA PROCESSING ADDENDUM (DPA)

1. PURPOSE AND SCOPE

This Data Processing Addendum (“DPA”) forms part of the Agreement and governs the processing of Personal Data (including Protected Health Information) by Reverb on behalf of Licensee in connection with the Software Products. In the event of any conflict between this DPA and the body of the Agreement with respect to data processing matters, this DPA shall control.

2. DATA TYPES PROCESSED

Reverb may process the following categories of Personal Data in connection with the Software Products: (a) Protected Health Information (PHI) as defined under HIPAA, including patient identifiers, clinical history, assessment data, and diagnostic information; (b) Authorized User account data, including names, email addresses, credentials, and role information; and (c) other Licensee Data as provided by Licensee or its Authorized Users through the Software Products.

3. PROCESSING OBLIGATIONS

Reverb shall: (a) process Personal Data only on Licensee’s documented instructions and only as necessary to provide the Software Products and associated services, except as otherwise required by applicable law; (b) ensure that all Reverb personnel authorized to process Personal Data are subject to appropriate confidentiality obligations; (c) implement and maintain the technical and organizational measures described in Exhibit A and as otherwise required under Section 14 of the Agreement; (d) not engage a Subprocessor for the processing of Personal Data without complying with the requirements of Section 14(f) of the Agreement; (e) promptly notify Licensee if Reverb receives an instruction from Licensee that Reverb reasonably believes would violate applicable Data Protection Law; and (f) cooperate with Licensee in responding to any audit, inquiry, or enforcement action by a supervisory authority regarding the processing of Personal Data under this Agreement, to the extent Reverb’s cooperation is reasonably required.

4. DATA SUBJECT RIGHTS

To the extent applicable under Data Protection Law, Reverb shall provide reasonable assistance to Licensee in fulfilling Licensee’s obligations to respond to requests from individuals exercising their rights with respect to Personal Data (including rights of access, correction, deletion, portability, or objection to processing), taking into account the nature of the processing and the information available to Reverb.

5. DATA BREACH NOTIFICATION

In the event of a confirmed Data Breach, Reverb shall notify Licensee within seventy-two (72) hours of confirmation, consistent with Section 14(d) of the Agreement. Such notice shall include, to the extent then known: (a) a description of the nature of the Data Breach; (b) the categories and approximate number of individuals and records affected; (c) the likely consequences of the Data Breach; and (d) the measures taken or proposed to address the Data Breach, including measures to mitigate its possible adverse effects. Reverb shall cooperate with Licensee in the investigation and remediation of the Data Breach and shall provide timely updates as additional information becomes available.

6. DATA RETURN AND DELETION

The return and deletion of Licensee Data upon termination or expiration of the Agreement is governed by Section 14(g) of the Agreement. Where required by applicable law or regulation, Reverb may retain certain Licensee Data beyond the termination of the Agreement, subject to the protections set forth in this Agreement for the duration of any such retention.

7. INTERNATIONAL DATA TRANSFERS

To the extent that Reverb transfers Personal Data to or from jurisdictions outside the United States or outside the European Economic Area in connection with the Software Products, Reverb shall ensure that such transfers are conducted pursuant to appropriate legal mechanisms as required by applicable Data Protection

Law, which may include, without limitation, Standard Contractual Clauses approved by the European Commission or other applicable transfer safeguards. Reverb shall notify Licensee of any such transfers and cooperate in implementing any additional transfer mechanisms that Licensee reasonably requires to comply with applicable Data Protection Law.