

CERTIFIED SPEAK OUT![®] PROVIDER AGREEMENT

See Appendix A for the SPEAK OUT![®] Student Agreement

This Certified SPEAK OUT![®] Provider Agreement (“the Agreement”) is entered into by and between Parkinson Voice Project, Inc., a nonprofit corporation with a primary place of business in Texas (“PARKINSON VOICE PROJECT”) and you, an individual who has registered to complete the requirements to become a Certified SPEAK OUT![®] Provider as defined below (“PROVIDER”), effective as of the date of your signature (“Effective date”). PARKINSON VOICE PROJECT and CERTIFIED SPEAK OUT![®] PROVIDER are referred to herein individually and collectively as a “Party” or the “Parties.” The Agreement replaces any and all previous agreements between the Parties

WHEREAS, PARKINSON VOICE PROJECT and PROVIDER desire to establish the terms and conditions under which PROVIDER will be able to receive, utilize, and otherwise represent the materials provided by PARKINSON VOICE PROJECT in conjunction with the SPEAK OUT![®] Therapy Program.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows.

1. Definitions

The “SPEAK OUT![®] Therapy Program” is a treatment program developed and offered by Parkinson Voice Project to help people with Parkinson’s and related neurological disorders regain and retain their speech and swallowing, as described on the webpage <https://parkinsonvoiceproject.org/program/speak-out/>.

A “Certified SPEAK OUT![®] Provider” is defined as a speech-language pathologist (SLP) who has completed the SPEAK OUT![®] Therapy Training Course through Parkinson Voice Project and has maintained their annual certification. An individual who attends educational offerings by Parkinson Voice Project other than the SPEAK OUT![®] Therapy Training Course, or who completes the Student SPEAK OUT![®] Therapy Training, is not considered a Certified SPEAK OUT![®] Provider, and is not entitled to any of the benefits listed in this Agreement.

“SPEAK OUT!® Materials” means all training and development resources, programs, and clinician tools in various media (e.g., video, audio, print, etc.) made available to Certified SPEAK OUT!® Providers and/or their patients by PARKINSON VOICE PROJECT. The SPEAK OUT!® Materials include, but are not limited to, the following: SPEAK OUT! Therapy Training Courses for SLPs and students, *SPEAK OUT!® Workbook*, *SPEAK OUT!® eLibrary workbooks and flashcards*, *Circle of Intent*, *What is Parkinson’s?* video, *Parkinson’s Sing-Alongs*, *Online SPEAK OUT!® Home Practice Sessions*, and any and all other materials developed by Parkinson Voice Project as part of the SPEAK OUT! Therapy Program.

“Enrolled Patient” means a patient of a Certified SPEAK OUT!® Provider who is enrolled in the SPEAK OUT!® Therapy Program.

“Intellectual Property” shall mean any ideas, inventions, methodology, process, concepts, designs, content, materials, software, software tools, user interfaces, formula, design, specifications, documentation, know-how, or other information or works, whether tangible or intangible, which are subject to an Intellectual Property Right or constitute proprietary information.

“Intellectual Property Right” means regarding intellectual property or other proprietary right that is recognized under any U.S. or foreign law or by contract including without limitation patents, copyrights, trade secrets, trademarks, trade names, or service marks, confidentiality protection, whether registered or unregistered and all similar or equivalent rights or forms of protection, in any part of the world.

“Personnel” shall mean employees, consultants, contractors or agents of a Party.

“Applicable Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

2. Rights and Benefits

As a result of PROVIDER’s completion of the SPEAK OUT!® Therapy Training Course, PARKINSON VOICE PROJECT grants to PROVIDER (1) the right to identify, promote, or otherwise professionally designate themselves as a

“Certified SPEAK OUT!® Provider” during the term of this Agreement, and (2) the right to use SPEAK OUT!® Materials under the terms and conditions authorized herein. Specifically, PROVIDER’s rights and benefits under the Agreement include:

- a. Using the name SPEAK OUT!® Therapy or SPEAK OUT!® Therapy Program in conjunction with the individual and/or group therapy/treatment provided to patients, as long as such therapy/treatment is strictly in accordance with the protocols set forth in the SPEAK OUT!® Therapy Training Course.
- b. Accessing the SPEAK OUT!® eLibrary, and enabling such access for their Enrolled Patients.
- c. Enabling their Enrolled Patients within the United States to receive a hard copy of the SPEAK OUT!® Workbook.
- d. Participating in Certified SPEAK OUT!® Providers social media group(s).
- e. Participating in Certified SPEAK OUT!® Providers Office Hours or other meetings or roundtables.
- f. Listing on the referral page of PARKINSON VOICE PROJECT’s website for Certified SPEAK OUT!® Providers.
- g. Within the United States and upon request, obtaining SPEAK OUT!® Therapy marketing brochures from PARKINSON VOICE PROJECT.
- h. Applying for grants through the SPEAK OUT!® Therapy Grant Program.
- i. Enjoying other future benefits that may be offered.

3. Media/Marketing

As a Certified SPEAK OUT!® Provider under this Agreement, PROVIDER may promote and market their use of the SPEAK OUT!® Therapy Program, but must include a statement in any written materials, publications, or media interviews

acknowledging that the program was developed by the nonprofit organization, PARKINSON VOICE PROJECT. An example of such statement in compliance with this provision of the Agreement is as follows:

The SPEAK OUT!® Therapy Program, developed by the nonprofit organization, Parkinson Voice Project®, helps people with Parkinson's and related neurological disorders regain and retain their speech and swallowing. This highly effective, evidence-based treatment combines education, individual and group speech therapy, daily home practice, and continuous follow-ups. Patients are empowered to "speak with INTENT," transitioning speech from an automatic function to an intentional act.

4. Students and Other Entities

PROVIDER understands and acknowledges that the rights granted under this Agreement are non-transferrable. PROVIDER agrees, with respect to any student under their supervision, to the following:

- a. The student must complete the Student SPEAK OUT!® Therapy Training Course and sign the agreement attached as Exhibit A as conditions to providing supervised SPEAK OUT!® Therapy.
- b. Completion of the Student SPEAK OUT!® Therapy Training Course does not qualify the student as a Certified SPEAK OUT!® Provider, and neither the student nor their supervisor must not represent the student as such.

PROVIDER understands and agrees that if they, an entity for which they are providing speech therapy services, including agent(s), employee(s), and/or representative(s) of such entity, or any student under their supervision, violates one or more terms of the Agreement, PARKINSON VOICE PROJECT will promptly notify PROVIDER in accordance with Section 13. In the event of such violation, PARKINSON VOICE PROJECT has the right to suspend the rights and benefits granted to PROVIDER under this Agreement until compliance has been achieved or the violation has been remedied to PARKINSON VOICE PROJECT'S satisfaction. PARKINSON VOICE PROJECT alternatively has the right, at its sole discretion, to terminate the Agreement in the event of such violation, which will be promptly communicated to PROVIDER in accordance with Section 13.

5. Intellectual Property

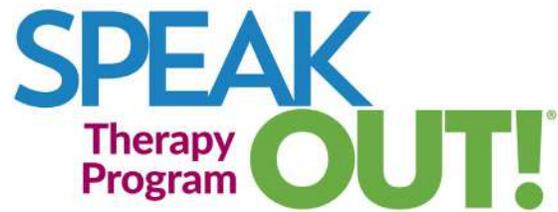
The Intellectual Property of PARKINSON VOICE PROJECT includes, but is not limited to, copyrighted works developed by PARKINSON VOICE PROJECT and derivative works thereof, including employees and/or contractors thereof, and trademarks and/or service marks that have been registered or applied for by Parkinson Voice Project, Inc., both in the United States and internationally, as well as any and all common law rights therein.

PROVIDER acknowledges that PARKINSON VOICE PROJECT has developed a brand identity and goodwill associated with its name and marks, and agrees not to use PARKINSON VOICE PROJECT's trademarks and/or service marks to indicate source or affiliation outside of what is permitted for delivering the SPEAK OUT![®] Therapy Program in accordance with this Agreement.

PROVIDER acknowledges that they are granted a limited, non-exclusive certification to utilize certain Intellectual Property of or licensed to PARKINSON VOICE PROJECT in connection with providing services as specifically set forth herein and that use of such Intellectual Property is limited to the extent permitted under this Agreement. PROVIDER shall not use PARKINSON VOICE PROJECT's Intellectual Property for any other purpose. Upon the termination of this Agreement, PROVIDER'S certification to use PARKINSON VOICE PROJECT's Intellectual Property is immediately revoked. PROVIDER shall not take any action that would infringe upon PARKINSON VOICE PROJECT'S Intellectual Property Rights in any way.

The following restrictions apply to PROVIDER's use of PARKINSON VOICE PROJECT's Intellectual Property under this Agreement:

- a. PROVIDER shall not sublicense, transfer, or distribute PARKINSON VOICE PROJECT's Intellectual Property to any third party.
- b. PROVIDER may not use the following logos, or a mark confusingly similar thereto, on their website, on t-shirts, mugs, water bottles, or other therapy or marketing material(s):





- c. PROVIDER shall not use SPEAK OUT![®] Materials or images thereof on their website, and agrees to promptly remove any such use(s).
- d. PROVIDER shall not use the marks The LOUD Crowd[®] and SING OUT![®] on their website, and agrees to promptly remove any such use(s).
- e. PROVIDER may not copy, snip, edit, or alter any SPEAK OUT![®] Materials or course content.
- f. PROVIDER may not create, translate, or publish any SPEAK OUT![®] Materials or derivative works thereof, or materials that resemble SPEAK OUT![®] Materials, without written permission from PARKINSON VOICE PROJECT.
- g. PROVIDER may not independently create, publish, or promote videos that resemble PARKINSON VOICE PROJECT's *Online SPEAK OUT![®] Home Practice Sessions* without written permission from PARKINSON VOICE PROJECT.

- h. PROVIDER understands and agrees they are responsible for ensuring that students under their supervision comply with the restrictions on use of PARKINSON VOICE PROJECT's Intellectual Property per the terms of this Agreement and those set forth in Exhibit A. PROVIDER understands that noncompliance by such students will be treated as a violation of this Agreement by PROVIDER.
- i. PROVIDER shall not use SPEAK OUT![®] Materials for fundraising purposes without advance written permission from PARKINSON VOICE PROJECT.

6. Relationship between the Parties

PROVIDER understands and acknowledges that they have no authority to bind PARKINSON VOICE PROJECT in any manner and shall not make any representations or commitments on PARKINSON VOICE PROJECT's behalf. PROVIDER assumes full responsibility for their acts and omissions in connection with this Agreement.

Under this Agreement, PROVIDER may not represent affiliation with PARKINSON VOICE PROJECT other than being a Certified SPEAK OUT![®] Provider or, where applicable, having received a grant from PARKINSON VOICE PROJECT.

PROVIDER shall not make any statement that is likely to confuse patients or clients as to their relationship with PARKINSON VOICE PROJECT. Such actions include, but not are not limited to, using the words "Parkinson Voice," "Parkinson Voice Project," "Parkinson's Voice," "Parkinson's Voice Project," or "PVP" in their business names, logos, programs, email addresses, or in any other fashion.

7. Research

In the event that PROVIDER wishes to conduct and/or publish research based on use of the SPEAK OUT![®] Therapy Program, such research must comply with the following conditions:

- a. Data collected from the use of SPEAK OUT![®] Therapy may be used for non-commercial research purposes only and will not be used for any commercial purposes, including selling, commercial screening, and manufacturing, or transferring such data to a third party for commercial

purposes.

- b. PROVIDER will adhere to the protocols set forth in the SPEAK OUT![®] Therapy Training Course to provide the same level of individual and/or group therapy/treatment to patients who are or will be research subjects.
- c. If a PROVIDER wishes to research a modified version of the treatment protocol, PROVIDER must obtain written permission from PARKINSON VOICE PROJECT.
- d. PROVIDER will adhere to all professional review standards, including, if applicable, Institutional Review Board (IRB) approval, as appropriate.
- e. PROVIDER will be responsible for ensuring that all other persons on their research team (“Research Associates”) have been informed of and agree to the provisions and restrictions stated herein.
- f. Research Associates who are not SLPs or speech-language pathology students may assist in collecting data or otherwise assist with research involving SPEAK OUT![®] Therapy, but may not conduct SPEAK OUT![®] Therapy on PROVIDER’s behalf. SLPs or students involved in SPEAK OUT![®] Therapy research must have completed SPEAK OUT![®] Therapy Training or SPEAK OUT! Therapy Student Training.
- g. In all disclosures concerning the use or analysis of data collected from PROVIDER’s use of SPEAK OUT![®] Therapy, PROVIDER will acknowledge the SPEAK OUT![®] Therapy Program and PARKINSON VOICE PROJECT. Specifically, all presentations, papers, published articles, theses, abstracts, dissertations and other written materials that report results based on SPEAK OUT![®] Therapy must include the following acknowledgement and disclaimer, in writing, as appropriate:

“The data and results herein are, in whole or in part, based on the SPEAK OUT![®] Therapy Program, developed by the nonprofit organization, Parkinson Voice Project, Inc. (“Parkinson Voice Project”). This (presentation paper/article/chapter/document) has not been reviewed or endorsed by Parkinson Voice Project and does

not necessarily represent the opinions of Parkinson Voice Project, who is not responsible for the contents.”

8. Term

The term of this Agreement shall commence on the Effective Date, and shall remain in effect for one year unless terminated by either Party, with annual renewal required in order to extend the term. PROVIDER understands and agrees that at the end of one year, all benefits and rights under the Agreement will be suspended until PROVIDER’s certification renewal is completed.

PARKINSON VOICE PROJECT may terminate this Agreement in the event of a violation of its terms described herein, or for any other reason it deems appropriate, upon written notice to PROVIDER as set forth in Section 13 below. Alternatively, based on its discretion, PARKINSON VOICE PROJECT may choose to suspend PROVIDER’s rights and benefits under this Agreement upon written notice to PROVIDER, with an opportunity to remedy the violation at issue and reinstate PROVIDER’s rights and benefits.

PROVIDER understands that upon termination or suspension of the Agreement, PROVIDER will be unable to access the SPEAK OUT!® eLibrary and clinical resources, will be prohibited from identifying themselves as a Certified SPEAK OUT!® Provider, and will not be entitled to the other benefits set forth in Section 2 above.

9. Warranty and Indemnities

a. PROVIDER Representations and Warranties. PROVIDER represents and warrants that PROVIDER has the necessary speech-language pathology license(s) and right(s) to provide speech-language pathology services and enter into this Agreement, and that performance under this Agreement will not conflict with any other agreement or obligation of PROVIDER or their Personnel; PROVIDER shall correct any breach of warranty, at their expense, within seven (7) days of its receipt of such notice.

PROVIDER shall indemnify, defend and hold PARKINSON VOICE PROJECT and their Personnel harmless from and against any and all claims, suits, damages, liabilities, losses, costs and expenses, including reasonable attorneys' fees, brought against or suffered by PARKINSON VOICE PROJECT arising out of, or relating to (i) the gross negligence or intentional misconduct of PROVIDER or their

Personnel; or (ii) PROVIDER's violation, or violation by PROVIDER's Personnel, of Applicable Laws.

b. PARKINSON VOICE PROJECT's Representations and Warranties. PARKINSON VOICE PROJECT represents and warrants that (i) PARKINSON VOICE PROJECT has the necessary license(s), consent(s), approval(s), and right(s) to enter into and perform this Agreement; (ii) the performance will not conflict with any other agreement or obligation of PARKINSON VOICE PROJECT; and (iii) PARKINSON VOICE PROJECT will comply with all Applicable Laws in performing under this Agreement. PARKINSON VOICE PROJECT shall correct any breach of warranty, at its expense, within seven (7) days of its receipt of such notice.

PARKINSON VOICE PROJECT further represents and warrants that use of any of PARKINSON VOICE PROJECT's Intellectual Property permitted under this Agreement will not infringe upon any third-party Intellectual Property Rights, and does not and will not violate any agreement, license or other obligation binding on PARKINSON VOICE PROJECT.

c. Indemnification. Each Party will indemnify, defend and hold harmless the other Party and its officers, directors, agents, employees, successors and permitted assigns from and against any and all losses, claims, suits, proceedings, liabilities, expenses (including reasonable attorneys' fees and expenses), causes of action, damages and costs arising out of or in connection with the breach or potential breach of this Agreement by such breaching party.

d. Warranty Disclaimer. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED HEREIN, EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

10. Limitation of Liability

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY FOR LOST PROFITS OR REVENUES, LOSS OR INTERRUPTION OF USE, LOSS OF BUSINESS, OR FOR ANY INDIRECT, EXEMPLARY,

SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY CONTAINED IN THIS SECTION SHALL NOT APPLY TO EITHER PARTY'S LIABILITY ARISING FROM PARTNER'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, INCLUDING ANY BREACH BY PARTNER'S PERSONNEL, OR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

11. Assignment

The Parties shall not assign or delegate this Agreement or any of their rights or obligations hereunder, in whole or in part.

12. Choice of Law and Attorneys' Fees

This Agreement will be governed and construed in accordance with the laws of the State of Texas, without giving effect to its conflict of laws principles. Any legal action or proceeding arising out of or related to this Agreement will be instituted exclusively in the federal courts of or State courts of Texas, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding.

13. Notices

All notices under this Agreement shall be in via email. Notices shall be addressed as follows:

Notice to PARKINSON VOICE PROJECT:
education@ParkinsonVoiceProject.org

Notice to PROVIDER:
E-mail address provided below

By providing my electronic signature when registering for SPEAK OUT!®

Therapy Training or when renewing my SPEAK OUT!® Provider Certification, I agree that my electronic signature is the legally binding equivalent to my handwritten signature, with the same validity and meaning as my handwritten signature. I understand that my electronic signature is legally binding.

FOR PARKINSON VOICE PROJECT:

Samantha Elandary, MA, CCC-SLP
Founder & Chief Executive Officer

Exhibit A

SPEAK OUT! Student Agreement

In consideration of the training and education I (“Student”) receive as a result of my affiliation with a Certified SPEAK OUT!® Provider (“PROVIDER”), with which Parkinson Voice Project, Inc. (“PARKINSON VOICE PROJECT”) has entered into the Agreement, I hereby agree as follows:

I will adhere to the provisions set forth by PARKINSON VOICE PROJECT for my role as a Student supervised by a Certified SPEAK OUT!® Provider, as set forth herein (“Students Agreement”).

1. Definitions

The “SPEAK OUT!® Therapy Program” is a treatment program developed and offered by Parkinson Voice Project to help people with Parkinson’s and related neurological disorders regain and retain their speech and swallowing, as described on the webpage <https://parkinsonvoiceproject.org/program/speak-out/>.

“SPEAK OUT!® Materials” means all training and development resources, programs, and practitioner tools in various media (e.g., video, audio, print, etc.) made available to Certified SPEAK OUT!® Providers and/or their patients by PARKINSON VOICE PROJECT. The SPEAK OUT!® Materials include, but are not limited to, the following: SPEAK OUT!® *eLibrary workbooks and flashcards*, *SPEAK OUT!® Workbook*, *Circle of Intent*, *What is Parkinson’s?* video, *Parkinson’s Sing-Alongs*, and *Online SPEAK OUT! Home Practice Sessions*.

“Applicable Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

2. Requirements

I agree that at all times during and after my affiliation with PROVIDER, my use of SPEAK OUT!® Materials will be limited to my work as a student, and within the confines of this Student Agreement.

I understand that I may only provide SPEAK OUT!® Therapy under the supervision of PROVIDER during the time that they are a Certified SPEAK OUT!® Provider.

I understand and acknowledge that I must complete the Student SPEAK OUT!® Therapy Training Course and sign this Student Agreement as a condition of providing supervised SPEAK OUT!® Therapy.

I understand that I may not represent myself as a Certified SPEAK OUT!® Provider.

If I have any questions as to the terms or compliance with this Student Agreement, I will consult PROVIDER. I agree to cooperate with PARKINSON VOICE PROJECT and PROVIDER in any efforts to ascertain and assure my compliance with this Student Agreement, even after my affiliation with PROVIDER ends.

3. Intellectual Property

As used herein, “Intellectual Property” means any ideas, inventions, methodology, process, concepts, designs, content, materials, software, software tools, user interfaces, formula, design, specifications, documentation, know-how, or other information or works, whether tangible or intangible, which are subject to an Intellectual Property Right or constitute proprietary information.

“Intellectual Property Right” means regarding intellectual property or other proprietary right that is recognized under any U.S. or foreign law or by contract including without limitation patents, copyrights, trade secrets, trademarks, trade names, or service marks, confidentiality protection, whether registered or unregistered and all similar or equivalent rights or forms of protection, in any part of the world.

The Intellectual Property of PARKINSON VOICE PROJECT includes, but is not limited to, copyrighted works developed by PARKINSON VOICE PROJECT and derivative works thereof, including employees and/or contractors thereof, and trademarks and/or service marks that have been registered or applied for by Parkinson Voice Project, Inc., both in the United States and internationally, as well as any and all common law rights therein.

I acknowledge that PARKINSON VOICE PROJECT has developed a brand identity and goodwill associated with its Intellectual Property, and agree not to use PARKINSON VOICE PROJECT's Intellectual Property to indicate source or affiliation outside of what is permitted for my education and training as a Student under the supervision of PROVIDER.

I agree not to take any action that would infringe upon PARKINSON VOICE PROJECT's Intellectual Property Rights in any way.

4. No Conflicting Agreement/Obligation

I represent that, to my knowledge, my performance under this Student Agreement does not and will not breach any agreement or obligation of any kind made prior to my affiliation with PROVIDER, including agreements or obligations I may have with employers or entities for which I have provided services. I have not entered into, and I agree I will not enter into, any agreement or obligation either written or oral in conflict herewith.

5. Return of Materials

Upon completion of my affiliation with PROVIDER, or upon the request of PARKINSON VOICE PROJECT through PROVIDER, I will deliver to PROVIDER all of the SPEAK OUT!® Materials in my possession, or, if electronic, delete any digital copies thereof.

6. Voluntary Nature of Agreement

I acknowledge and agree that I am executing this Student Agreement voluntarily and without any duress or undue influence by PROVIDER or anyone else. I further acknowledge and agree that I have carefully read this Student Agreement and that I have asked any questions needed for me to understand the terms, consequences and binding effect of this Student Agreement and fully understand it.

7. General Provisions

If any provision of this Student Agreement is, for any reason, held to be invalid, illegal, or unenforceable, the other provisions of this Student Agreement will

remain valid and enforceable and the invalid, illegal or unenforceable provision shall not affect the other provisions of this Student Agreement, and this Student Agreement shall be construed so that it is valid and enforceable to the maximum extent permitted by law.

Waiver. Any waiver or failure to enforce any provision of this Student Agreement will not be deemed a waiver of that provision or any other provision on any other occasion.

Counterparts. This Student Agreement may be signed in two counterparts, each shall be deemed an original and both of which shall together constitute one agreement.

By providing my electronic signature when registering for SPEAK OUT!® Therapy Student Training Course, I agree that my electronic signature is the legally binding equivalent to my handwritten signature, with the same validity and meaning as my handwritten signature.