

Provider Terms of Service

Last Updated: October 11, 2024

These Provider Terms of Service (the “**Terms**”) are incorporated by reference into the Subscription Services Order Form (each, an “**Order Form**”) entered into between Customer and Solv Health, Inc. (“**Solv**”) as defined in the Order Form. The Order Form and these Terms, along with any Exhibits thereto and the Business Associate Agreement (the “**BAA**”), are collectively referred to herein as the “**Agreement.**” Capitalized terms used but not defined herein shall have the meaning ascribed in the Order Form.

1. LICENSE GRANT; USE RESTRICTIONS.

1. **License Grant; Access.** Solv hereby grants to Customer a non-exclusive, revocable, non-transferable, non-assignable, non-sublicensable, limited license to access and use the Subscription Services solely for Customer’s own business purposes with respect to Customer’s List of Locations. Solv will use commercially reasonable efforts to make the Subscription Services available and may engage contractors and subcontractors in its discretion to provide the Subscription Services. Solv reserves the right, in its sole discretion, to update and otherwise modify the Subscription Services at any time.
2. **Use Restrictions**
 1. Customer will limit access to the Licensed Platform to its employees and contractors who both need access for purposes of their work for Customer and are bound by use restrictions and confidentiality obligations no less restrictive than those contained in the Agreement. Customer will be responsible for all access to, and use of, the Subscription Services, including the Licensed Platform by its employees and contractors, individual users, and anyone else whom Customer permits to access or use the same. Customer is responsible for maintaining the confidentiality of any usernames, passwords, and other log-in credentials used to access the Subscription Services. Customer will immediately notify Solv of any unauthorized access to or use of the Subscription Services of which Customer becomes aware.
 2. Customer may not, nor may it permit any other person to, (a) obscure, remove, or alter any proprietary markings, designations, or notices in or on the Subscription Services; (b) reconfigure, reverse-engineer, disassemble, decompile, prepare any derivative works of, update, combine with other computer code, or otherwise modify the Subscription Services; (c) develop, assist in developing, or have developed on its or any other person’s behalf, software or services that compete with or are substantially similar to the Subscription Services, or any other services those offered by Solv; (d) commercially exploit the Subscription Services; or (e) use the Subscription Services for unlawful purposes.
 3. Customer will ensure that its use and access to the Subscription Services will be compliance with the terms of the Agreement. Furthermore, Customer will also comply with all laws and regulations that apply to its obligations under the Agreement or its access to or use of the Subscription Services, including without limitation, as applicable, laws related to fraud, waste, and abuse, including the Federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b), the False Claims Act, 31 U.S.C. §§ 3729-3733 (as amended), the Civil Monetary Penalties Law, 42 U.S.C. §§ 1320a-7a and 1320a-7b, and state anti-kickback and fee-splitting laws; the Health Insurance Portability and Accountability Act and its implementing regulations, including the Privacy Rule and the Security Rule (together, “**HIPAA**”); Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH) and any regulations promulgated thereunder; the Telephone Consumer Protection Act (TCPA); the CAN SPAM Act; and export laws.
3. **Usage Limits.** Use of the Subscription Services are subject to specific licenses and locations detailed in the applicable Order Form. If Customer exceeds a contractual usage limit, Solv may invoice and Customer will be responsible for payment for the excess usage at the then-current list price.
4. **Suspension.** Solv may suspend Customer’s access to the Subscription Services if Solv reasonably suspects a material violation of the terms of the Agreement or if any undisputed amounts remain unpaid for more than ten (10) days following any due date. Solv will use commercially reasonable efforts to notify Customer prior to any suspension.

2. EQUIPMENT. To the extent set forth in the Order Form, Solv will provide each of Customer’s List of Locations Kiosk and/or Paperless Registration Equipment (as defined below) as applicable to the Subscription Services (collectively, the “**Equipment**”):

1. **Kiosk Equipment:** One (1) tablet device suitable to support the Subscription Services, including, but not limited to, an appropriate case, stand, charger, and locking device for security.
2. **Paperless Registration Equipment:** One (1) tablet device suitable to support the Subscription

Services, including, but not limited to, one (1) appropriate cases, and one (1) charger. Following initial delivery of the Equipment to Customer, the Equipment will be fully owned by Customer, who will then be responsible for any and all damages and/or theft to the Equipment, as well as any software updates, service, and/or maintenance, as required, including and up to replacement of the Equipment. Notwithstanding the foregoing, Customer's ownership of the Equipment does not include the Subscription Services, which are subject to the license and payment of fees under the applicable Order Form, and the terms of the Agreement.

3. **FEES.** You agree to pay for the Subscription Services at the then-current standard rates for the Subscription Services (the "**Fees**"). Any discounts applied in the initial term do not carry over to renewal terms unless otherwise stated in the Order Form. All Fees due under the Agreement are non-cancelable and the sums paid are nonrefundable, except as otherwise specified in Section 6 of the Agreement. Rates for the Subscription Services are based on the fair market value of the services provided by Solv and are not tied to, or intended to reward or induce, patient referrals. Fees are exclusive of any applicable sales taxes and similar charges. Solv may increase the Fees upon any anniversary of the subscription term, provided that Solv gives Customer at least thirty (30) days' advance written notice of the increase.
4. **PAYMENT.** All payments hereunder shall be due net thirty (30) days from the date of invoice unless otherwise indicated in the Order Form. You hereby authorize Solv to charge your credit card or initiate ACH transfer per the terms and on the frequency set forth in this Order Form, via the payment portal link provided by Solv. If You choose to pay by credit card, You will incur, and Solv will charge You, an additional 2.25% payment processing fee on all payments hereunder. You will promptly notify Solv and provide Solv with updated credit card or ACH terms if the credit card or ACH terms are modified or become invalid during the term of this Agreement. If any amount owed by You under this Agreement becomes 30 or more days overdue, then without limiting Solv's other rights or remedies under this Agreement, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by Law, whichever is lower. All Fees and other amounts payable by You under this Agreement are exclusive of taxes and similar assessments. You are 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 You hereunder, other than any taxes imposed on Solv's income.
5. **INTELLECTUAL PROPERTY.**
 1. **Ownership of Platform.** Solv and its suppliers and licensors, as applicable, are the exclusive owners of all right, title, and interest in and to the Subscription Services, including the Platform, and all ideas, concepts, know-how, methodologies, and techniques related to the same, including all patent, copyright, trademark, trade secret, and other intellectual property rights in and to the same, whether developed by or on behalf of Solv prior to or during the term of the Agreement. Solv will be free to use any general knowledge, experience, skills, ideas, concepts, techniques, and know-how that are retained in the memory of Solv's personnel in connection with its provision of Services to Customer under the Agreement or Customer's access to or use of the Subscription Services. Except as expressly set forth in the Agreement, no licenses or other rights, express or implied, are granted by Solv to Customer under any patent, copyright, trademark, trade secret, or other intellectual property right of Solv.
 2. **Customer Data.** "**Customer Data**" means the information relating to Customer's business and patients provided by Customer to Solv in connection with the Subscription Services, but excluding Usage Data, Appointment Data, Consent Data and Consumer Data (all defined below). As between Customer and Solv, Customer is the owner of all Customer Data. Customer hereby grants to Solv a nonexclusive, perpetual, royalty-free license and right to use, disclose, reproduce, modify, create derivative works of, and distribute Customer Data (a) in connection with the Agreement and (b) for Solv's business purposes, subject in each case, as applicable, to the terms of the Business Associate Agreement. Customer will be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, and Customer's use of Customer Data in connection with the Subscription Services.
 3. **Usage Data; Appointment Data; De-Identified Data.** Solv may collect anonymized data and other information reflecting the access to or use of the Subscription Services by or on behalf of Customer, including statistics on such use and the performance of the Subscription Services ("**Usage Data**"). Solv is the exclusive owner of all Usage Data and Appointment Data (as defined below). "Appointment Data" means all electronic data provided to Customer by Solv via the Subscription Services on or pertaining to Individual Users.
 4. **Consent Data.** As applicable per the Subscription Services, Solv may collect patient consent and related data, including, but not limited to, HIPAA privacy authorization, consent for treatment, and credit card authorization (collectively "**Consent Data**") and will do so in each case, as applicable, in accordance with the terms of the Business Associate Agreement. Customer is and will be solely responsible for downloading and storing the Consent Data in accordance with any applicable

Federal, State, and/or local laws.

5. **Acknowledgment Regarding Information Collected from Consumers.** Any provision of the Agreement to the contrary notwithstanding, the parties acknowledge and agree that (i) Solv is also a destination for consumers seeking convenient care (solvhealth.com, associated properties and mobile applications), regulated by Solvhealth.com terms of service, privacy policy and other terms and conditions as applicable, (ii) patients may elect to authorize Solv to schedule appointments, manage other aspects of their health care, store and use personal information, and fulfill other similar needs, on their behalf, (iii) any information collected from a consumer by Solv prior to the time such information becomes PHI of Customer and (ii) any other information collected from such person by Solv not for purposes of providing services to Customer under the Agreement (including without limitation such information provided by a consumer directly to Solv, in service of such consumer's needs and under such consumer's authorization, irrespective of its utilization) (collectively, "**Consumer Data**"), shall be and remain, as between the parties, the property of Solv and shall not constitute Customer Data even if such information duplicates information that is Customer Data. Customer acknowledges that, as between the parties, Solv may use, disclose, retain, and destroy Consumer Data in the sole discretion of Solv.

6. TERM; TERMINATION.

1. **Term.** The Subscription Services in the Agreement will begin on the start date and are valid for the subscription term as indicated in the Order Form (the "**Initial Term**"). At the end of such Initial Term, the Agreement will automatically renew for consecutive terms of the same period (each a new "**Renewal Term**") on the same terms and conditions unless either party provides the other with a notice of non-renewal at least sixty (60) days prior to the end of the applicable Term.
2. **Termination for Cause.** Either party may terminate the Agreement, in whole or in part, for the other party's material breach of the Agreement, provided the terminating party provides the breaching party with at least thirty (30) days' prior written notice. The breaching party will have thirty (30) days from the date of receipt of the termination notice to cure the breach. Upon any termination by Solv under this subsection, Customer will promptly pay Solv all Fees payable for the remainder of the then-current Initial or Renewal Term, as applicable.

7. CONFIDENTIALITY.

1. **Nonuse; Nondisclosure.** Each party (as a "**Receiving Party**") acknowledges that in the course of the Agreement the other party (as a "**Disclosing Party**") may disclose or Receiving Party may have access to Confidential Information (as defined below). The Receiving Party may not disclose to others or use any Confidential Information of the Disclosing Party for any purpose other than the exercise of its rights and the performance of its obligations under the Agreement during the term of the Agreement. Receiving Party agrees to safeguard, protect, and keep secret the Disclosing Party's Confidential Information and to use commercially reasonable efforts to prevent the disclosure thereof. The Receiving Party will limit its distribution of Disclosing Party's Confidential Information on a "need to know" basis to its employees and contractors and will ensure that each employee and contractor who receives Confidential Information of the Receiving Party will be bound by confidentiality obligations at least as stringent as those set forth in the Agreement. The Receiving Party will promptly notify Disclosing Party in writing of any disclosure or misuse of Confidential Information of the Disclosing Party of which the Receiving Party becomes aware. In the event of such disclosure, the Receiving Party will use all means available to halt the misuse of Confidential Information, and will immediately take measures to cooperate with the Disclosing Party to minimize the effect of such disclosure and/or misuse and prevent its recurrence.
2. **Definition.** For purposes of the Agreement, "Confidential Information" is any and all technical, trade secret or business information concerning Disclosing Party and/or its affiliates, which is either marked or disclosed as confidential or which by its nature or the manner in which it is treated a reasonable person would deem to be confidential that is communicated to, learned of, or otherwise acquired by the Receiving Party, including without limitation operations model, assets under management, financial statements and other financial details, information concerning software in various stages of development, system architecture, security, business processes, and information owned or licensed by third parties for which the Disclosing Party has an obligation of confidentiality. Solv's Confidential Information includes the Platform. "Confidential Information" does not include Protected Health Information, the use and disclosure of which is governed by Exhibit B. As between the Receiving Party and the Disclosing Party, Confidential Information is exclusively the property of the Disclosing Party. Notwithstanding any other provision in the Agreement, Receiving Party will not possess or assert any lien against or to Disclosing Party's Confidential Information.

8. **DISCLAIMER.** SOLV PROVIDES THE SUBSCRIPTION SERVICES AND THE PLATFORM "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. SOLV DISCLAIMS ANY AND ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS RELATING TO THE SUBSCRIPTION SERVICES AND/OR PLATFORM, WHETHER EXPRESS,

IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION, WARRANTY, OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, SOLV DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT INFORMATION PROVIDED BY PATIENTS (INCLUDING MEDICAL INSURANCE INFORMATION) WILL BE ACCURATE, AND CUSTOMER ASSUMES ALL RISK RELATING TO INACCURATE INFORMATION.

9. **LIMITATION OF LIABILITY.** IN NO EVENT WILL SOLV BE LIABLE HEREUNDER FOR (A) LOSS OF PROFITS, REVENUE, OR LOSS OR INACCURACY OF DATA, OR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, OR (B) ANY OTHER AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO SOLV HEREUNDER IN THE TWELVE MONTHS PRIOR TO THE CLAIM, IN EACH CASE EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **INDEMNIFICATION.** Customer acknowledges that Solv is only providing a platform that connects patients with health care providers and does not provide medical or professional advice or diagnosis to patients, nor does Solv evaluate patients or their medical needs, nor is Solv referring patients to Customer. Customer assumes all liability and risk relating to the evaluation and treatment of patients and will defend and indemnify Solv against any claims, damages, liability, settlement, attorneys' fees, and expenses, as incurred, on account of the foregoing or any breach of the Agreement by Customer.
11. **NOTICE.** All notices, consents, and other communications permitted or required to be given under the Agreement must be in writing and addressed to the recipient's address as indicated in the Order Form, or such other address as the recipient provides in accordance with this Section 11 and will be deemed validly given upon delivery if personally delivered with fees prepaid, including by a recognized courier service; upon receipt if delivered by certified or registered United States mail, postage prepaid and return receipt requested, as indicated by the date on the signed receipt; or on the date the email is sent if via email, provided a hard copy is also provided.
12. **SURVIVAL.** Notwithstanding the expiration or termination of the Agreement, the rights and obligations contained in any provision of the Agreement, which, by its nature would survive termination of the Agreement, including without limitation sections entitled Intellectual Property, Termination, Confidentiality, Disclaimer, Limitation of Liability, Indemnification, Notice, Survival, Governing Law and Arbitration, Force Majeure, and Other, shall survive the expiration or termination of the Agreement.
13. **GOVERNING LAW AND ARBITRATION.** The Agreement shall be governed by the laws of the State of California, regardless of conflict of law principles that would result in the application of any law other than the law of the State of California. Any dispute, controversy, or claim arising out of or in connection with or relating to the Agreement or any breach or alleged breach thereof shall be submitted to a single arbitrator and settled exclusively by confidential binding arbitration pursuant to the Commercial Rules then in effect of the American Arbitration Association. The arbitration proceeding shall be held in San Francisco, California or any other location mutually agreed upon by the parties. The prevailing party (as determined by the arbitrator) shall be entitled to its reasonable attorney's fees, costs and expenses related to the arbitration. Judgment upon the award may be entered in any court of competent jurisdiction. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE ARISING OUT OF, UNDER OR IN CONNECTION WITH THE AGREEMENT.
14. **FORCE MAJEURE.** In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement (except for any payment obligation) when and to the extent such failure or delay is caused by any circumstances beyond a party's reasonable control including without limitation acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the Effective Date, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an embargo, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation (any such circumstance, a "**Force Majeure Event**"). Either party may terminate the Agreement if a Force Majeure Event affecting the other party continues substantially uninterrupted for a period of thirty (30) days or more. In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt written notice to the other party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.
15. **OTHER.** No waiver of any of the provisions of the Agreement shall be deemed to or shall constitute a waiver of any other provision hereof. Solv may make changes to the Terms from time to time. After the Effective Date, Solv may provide Customer with an updated link to the Terms. Solv will post the amended terms and will update the date at the top of such terms. By continuing to utilize the Services, Customer agrees to be bound by the modified Terms; provided however, that if the changes include a material adverse impact for the Customer, Solv shall notify Customer of such modification by email, and

if Customer notifies Solv that it does not agree to such change within thirty days, then Customer shall remain governed by the terms in effect immediately prior to the change, until the end of the then-current Period under the applicable Order Form. No delay on the part of any party in exercising any right hereunder shall operate as a waiver thereof. The terms and conditions of the Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties; provided, however, that the Agreement may not be assigned by a party without the prior written consent of the other party, which shall not be unreasonably withheld; provided, further, that notwithstanding the foregoing, the Agreement may be assigned by Solv to an affiliate or in connection with a merger, acquisition or sale of substantially all of the assets of its business, without the prior written consent of Customer. The Agreement is intended to be solely for the benefit of the parties, and no other party shall be entitled to rely on the Agreement or accrue any benefit or right of any kind under the Agreement. The Agreement may be executed in the original, by any generally accepted electronic means in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. The Agreement (including the Order Form, Terms, and BAA) constitutes the sole understanding of the parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous understandings between the parties with respect to the subject matter hereof. If any provision of the Agreement is determined to be illegal or unenforceable by a court of competent jurisdiction, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

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