

PROVIDER TERMS OF SERVICE

February 2026

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 addendums, exhibits or other documents referenced herein or attached thereto, including the Business Associate Agreement (the “**BAA**”), the AI Addendum (if applicable), and the Solv Pay Terms and Conditions (if applicable), collectively constitute the “**Agreement.**” “**Location**” or “**Locations**” means each physical site or facility identified in the Order Form where Customer will use the Subscription Services. Capitalized terms used but not defined herein shall have the meaning ascribed in the Order Form.

1. LICENSE GRANT; USE RESTRICTIONS.

1.1. License Grant; Access. Solv provides a multi-channel patient engagement platform (the “**Platform**”). The services delivered through the Platform as referenced in the applicable Order Form, including without limitation scheduling and registration, pay transparency and payment processing related tools, reputational management tools, and AI-powered patient engagement solutions, are collectively referred to as the “**Subscription Services.**” Subject to the terms and conditions of this Agreement and the applicable Order Form(s), Solv hereby grants to Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable, limited license to access and use the Subscription Services specified in the Order Form(s) solely for Customer’s own business purposes and in accordance with the terms of this Agreement. 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.

1.2. Use Restrictions and Regulatory Compliance

1.2.1. Customer will limit access to the Subscription Services 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 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.

1.2.2. 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.

1.2.3. 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.

- 1.3. 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.
- 1.4. Suspension.** Solv may suspend Customer's access to the Subscription Services if (a) Solv reasonably suspects a material violation of the terms of the Agreement, provided Solv has given Customer written notice and five (5) business days to cure such violation (except that no notice or cure period is required for security threats, illegal activity, or violations that could cause harm to Solv, other customers, or patients), or (b) any undisputed amounts remain unpaid for more than ten (10) days following written notice from Solv after the due date. Solv will use commercially reasonable efforts to provide advance notice of any suspension and to minimize disruption to patient care.
- 1.5. Additional Terms.** Customer's subscription to or use of certain Services or features of the Services may be subject to additional terms, policies, rules, or guidelines that we may post on or link to from these Terms or the Services (the "**Additional Terms**"). To the extent applicable, all Additional Terms are incorporated by this reference into, and made a part of, these Terms and become binding upon Customer immediately upon Customer's access to or use of the applicable Service or feature, without any requirement for separate acceptance or acknowledgment by Customer. Customer waives any right to reject or opt-out of Additional Terms once Customer has accessed or used the applicable Service or feature. If Customer purchases, subscribes to, or otherwise uses any of the following Services, Customer's use is subject to and Customer accepts the applicable Additional Terms, as set forth below and as may be updated by Solv from time to time in its sole discretion:
 - 1.5.1. Solv Pay.** If Customer uses Solv Pay or Clear Pay, or any patient payment solution service offered by Solv, Customer agrees to be bound by the Solv Pay Terms, including any third-party any third-party processor agreements referenced therein.
 - 1.5.2. Solv Voice Agent.** If Customer uses voice agents, AI-powered tools, or automated engagement solutions such as Maya, Customer agrees to be bound by AI Addendum and all related artificial intelligence service terms.
 - 1.5.3. Third-Party Terms.** Certain features of the Subscription Services may be subject to additional third-party terms, conditions, and requirements, or may require that Customer accept and agree to additional linked third-party terms available through the Platform (collectively, "Third-Party Terms"). Certain Third-Party Terms are available at <https://stripe.com/legal/connect-account> or such other location as Solv shall make available to Customer, while other Third-Party Terms are available directly from such Third-Party Providers through the Platform. By using the Platform, Customer agrees to the applicable Third-Party Terms. Solv shall use commercially reasonable efforts to provide notice to Customer in the event of any material change to the Third-Party Terms. Customer acknowledges and agrees that the Third-Party Terms may include integration fees or other charges and, to the extent such fees are imposed on Solv, Solv may, in its sole discretion, pass such fees on to Customer.
 - 1.5.4. Future Services.** Any additional services, features, or functionality that Solv may offer from time to time shall automatically be subject to additional terms as Solv may establish in its sole discretion, which terms shall be binding on Customer upon Customer's use of such services.

In the event of any conflict between these Terms and any Additional Terms, the Additional Terms shall control with respect to the specific Service or feature to which they apply. Solv reserves the right to modify, update, or replace any Additional Terms at any time without prior notice to Customer, and such modifications shall become effective immediately upon posting or other notification by Solv. Customer's continued use of the applicable Service or feature following any modification of Additional Terms constitutes Customer's acceptance of such modifications. If any Additional Terms or portion thereof are determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity or enforceability of the remaining portions of the Additional Terms or these Terms, and Customer shall remain bound by all valid and enforceable provisions. Solv's failure to enforce any Additional Terms shall not constitute a waiver of Solv's right to enforce such terms in the future.

2. **EQUIPMENT.** Subject to payment of the Implementation Fee specified in the Order Form, Solv will provide Customer with the following equipment at each applicable Location to support the Subscription Services (collectively, the "Equipment"):
 - 2.1. **Kiosk Equipment:** One (1) tablet device configured for the Subscription Services, including an appropriate case, stand, charger, and locking device.
 - 2.2. **Solv Pay Terminals:** One (1) payment terminal configured for Solv Pay Subscription Services including one (1) charger.

Title to and ownership of the Equipment will transfer to Customer upon delivery to Customer's designated Location(s) and payment of the Implementation Fee. Upon such transfer of ownership, Customer will 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. Risk of loss during shipment shall remain with Solv until delivery is completed. 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.

Unless otherwise specified in the Order Form, the Equipment provided to Customer as described in this Section 2 is covered by the Implementation Fee. This Implementation Fee is a one-time charge for the initial setup and provision of Equipment to each Location identified in the Order Form. If Customer adds additional Locations during the Term, additional Implementation Fees at the then-current rate will apply for each such new Location.

3. **FEES.** Customer to pay for the Subscription Services at the then-current standard rates for the Subscription Services, including any applicable Implementation Fee as specified in the Order Form (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. 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 the anniversary of the Initial Term or any Renewal Term by up to five percent (5%) annually or the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Bureau of Labor Statistics for the preceding twelve (12) month period, whichever is greater, provided 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. Customer hereby authorizes Solv to charge Customer's 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 Customer chooses to pay by credit card, Customer will incur, and Solv will charge Customer, an additional 2.25% payment processing fee on all payments hereunder. Customer 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 Customer 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.
 - 4.1. **Sales Tax and VAT.** All fees for the Subscription Services are exclusive of taxes, levies, and duties, including sales, use, value-added, goods and services, or similar transaction taxes ("Taxes"), other than taxes on Solv's net income. Solv reserves the right to determine, assess, collect and remit applicable Taxes as required by law, based on the billing address or other location information provided by Customer. Any applicable Taxes will be shown as a separate line item on the invoice or billing statement.
 - 4.2. **Customer Responsibility.** Customer is responsible for all applicable Taxes unless a valid and timely exemption certificate or other documentation is provided. Customer agrees to provide accurate billing and tax information (including postal code) and is liable for any Taxes, penalties, or interest arising from inaccurate or incomplete

information. Solv may adjust its tax handling or billing to reflect changes in applicable law

5. INTELLECTUAL PROPERTY.

- 5.1. 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.
- 5.2. 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 and Consumer Data (all defined below). As between Customer and Solv, Customer is the owner of all Customer Data. Customer hereby grants to Solv (i) a nonexclusive, royalty-free license during the Term to use, reproduce, and modify Customer Data solely as necessary to provide the Subscription Services under this Agreement, and (ii) a nonexclusive, perpetual, royalty-free license to use, disclose, reproduce, modify, create derivative works of, and distribute Customer Data that has been de-identified in accordance with 45 CFR §164.514 (a)-(b) for Solv's business purposes, including without limitation the improvement of Solv's Platform or Subscription Services, product development, benchmarking, and analytics, provided that such use does not involve (a) selling or licensing Customer Data to third parties as a standalone product or service, or (b) using Customer Data to provide services that directly compete with Customer's services. All uses of Customer Data that constitutes Protected Health Information shall be subject 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. All rights to Customer Data not granted in this Agreement are hereby reserved to Customer.
- 5.3. Usage Data; Aggregated Data.** Subject to all applicable restrictions under HIPAA, Solv may collect de-identified 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 Aggregated Data. "Aggregated Data" means Customer Data that Solv has de-identified and aggregated with other data (a) so that such Customer Data does not identify any individual and there is no reasonable basis to believe that such information can be used to identify any individual, and (b) in the case of PHI and/or PII, in accordance with 45 CFR § 164.514(a)-(b).
- 5.4. 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, SMS consent 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 or applicable laws. To the extent such Consent Data is considered Customer's patient medical records, Customer is the owner of such records. 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.
- 5.5. Acknowledgment Regarding Information Collected from Consumers.** Any provision of the Agreement to the contrary notwithstanding, the parties acknowledge and agree that (i) Solv operates a consumer healthcare marketplace (www.solvhealth.com, associated properties and mobile applications) governed by separate terms of service privacy policy, and any other terms and conditions as applicable to consumers, (ii) consumers may create accounts with Solv to schedule appointments, manage other aspects of their health care, store and use personal, search for providers, and provide information to Solv separate from any specific appointment with Customer, and (iii) information that a consumer provides directly to Solv through such consumer-facing services, prior to booking a specific appointment with Customer and not for the purpose of receiving healthcare services from Customer (such

as general search preferences, account information, and consumer reviews) (collectively, “Consumer Data”), shall be and remain the property of Solv and shall not constitute Customer Data, even if such information is later used in connection with an appointment with Customer. Once a consumer books an appointment with Customer or provides information for the purpose of receiving healthcare services from Customer, such information shall be treated as Customer Data and, to the extent it constitutes Protected Health Information, shall be subject to the BAA. For the avoidance of doubt, all patient demographic information, health information, insurance information, consent forms, and appointment details related to Customer’s services shall be Customer Data subject to Customer’s HIPAA obligations and the BAA, regardless of how or when such information was initially collected. Solv may use Consumer Data in accordance with its consumer-facing privacy policies and applicable law.

6. TERM; TERMINATION.

- 6.1. Term.** The Subscription Services in the Agreement will begin on the start date and will continue until the end of the subscription term as set forth in the Order Form (the “Initial Term”). At the end of such Initial Term, the Agreement will automatically renew for consecutive periods of the same duration (each a “Renewal Term,” and together with the Initial Term, the “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 then-current Initial Term or Renewal Term, as applicable.
- 6.2. 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 specifying the nature of the breach. The breaching party will have thirty (30) days from the date of receipt of the termination notice to cure the breach. If the breach is not cured within such thirty (30) day period, the terminating party may terminate this Agreement effective immediately upon written notice. Upon any termination by Solv due to Customer’s uncured material breach, Customer will promptly pay Solv all Fees that would have been payable for the remainder of the then-current Initial or Renewal Term, as applicable. The parties agree that Solv’s actual damages in the event of Customer’s breach would be difficult to ascertain and that such payment represents a reasonable estimate of Solv’s damages, including lost revenue, unrecovered implementation costs, and administrative costs, and constitutes liquidated damages and not a penalty.

7. CONFIDENTIALITY.

- 7.1. 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.
- 7.2. 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 and Subscription Services. "Confidential Information" does not include Protected Health Information, the use and disclosure of which is governed by the BAA. 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.** EXCEPT AS SET FORTH BELOW, 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 (12) MONTHS PRIOR TO THE CLAIM, IN EACH CASE EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO: (I) AMOUNTS OWED BY CUSTOMER TO SOLV UNDER THIS AGREEMENT; (II) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7; (III) EITHER PARTY'S BREACH OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (IV) CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10; (V) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (VI) LIABILITIES THAT CANNOT BE LIMITED BY APPLICABLE LAW.
- 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 DISPUTE RESOLUTION.** 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. In the event of any dispute, controversy, or claim arising out of or in connection with or relating to the Agreement or any breach or alleged breach thereof, the parties agree to first attempt in good faith to resolve the dispute through non-binding mediation administered by a mutually agreed-upon mediator or mediation service within thirty (30) days after written notice of the dispute. If the dispute is not resolved through mediation, it 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 attorneys' fees, costs and expenses related to the mediation and arbitration. Judgment upon the arbitration 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 Customer (including, without limitation, material increases to Customer's obligations, material reductions in Solv's service levels or warranties, or material changes to fees, liability limitations, or termination rights), Solv shall notify Customer of such modification by email at least sixty (60) days prior to the effective date of such change, and if Customer notifies Solv in writing that it does not agree to such change within thirty (30) days after receiving such notice, then Customer shall remain governed by the terms in effect immediately prior to the change until the end of the then-current Initial Term or Renewal Term, as applicable, under the applicable Order Form, after which time Customer may either accept the modified Terms or terminate this Agreement. Notwithstanding the foregoing, Solv may make immediate changes to the Terms if required by applicable law, regulation, or court order, or if necessary to address security vulnerabilities, provided Solv gives Customer prompt notice of such changes. 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.