

Master Services Agreement

Last updated: June 2, 2025

THIS MASTER SERVICES AGREEMENT (this “Agreement”) is between Modern Health Arizona P.L.L.C., an Arizona professional limited liability company (“Modern Health”), and the entity (“Customer”) executing any applicable Order Form(s) for the Services. Customer and Modern Health are each referred to herein as a “Party” and together as the “Parties”.

1. DEFINITIONS.

“Affiliate” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with or common management with, such Person, where “control” means the direct or indirect ownership of a majority of the voting securities of such Person. Additionally, Modern Life Inc., a Delaware corporation and Modern Health’s business support service provider, shall be deemed Modern Health’s Affiliate.

“Agreement” means this Agreement, which sets forth all general terms with respect to the business relationship between Modern Health and Customer, any Order Form entered into by the Parties pursuant to this Agreement, and any exhibits, schedules or amendments thereto.

“Documentation” means documentation made available to Customer and Participants, in all forms, relating to the Services, the Platform, or other products and offerings made available to Customer and/or Participants, including but not limited to, any processes, written materials, questionnaires, other data or information, service descriptions, protocols, frequently asked questions, user manuals, on-line help files, online terms of use, and any applicable privacy notices.

“Eligibility File” means data and information submitted by or for Customer to Modern Health as defined in Section 3.6 below.

“Law” means any applicable statute, law, regulation or other requirement of any federal, state, local, or foreign government.

“Order Form” means an Order Form detailing the Services ordered by Customer from Modern Health as mutually agreed by the Parties from time to time, which shall become a part of and governed by this Agreement.

“Participants” means Customer’s employees and, if applicable, other individuals designated by the Customer who are eligible to receive the Services, as detailed in applicable Order Form(s).

“Person” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

“Platform” means the proprietary technology platform made available by Modern Health: (i) to Participants to obtain the Services, and (ii) through which Customer can access the Reports described in Section 2.2 and other features and functionality as offered by Modern Health.

“Providers” means individuals engaged by with Modern Health to provide clinical and/or wellness Services, including licensed and certified psychiatrists, psychotherapists, psychologists, psychiatric nurse practitioners, professional counselors, licensed clinical social workers, marriage and family therapists, and equivalent licensed professionals, as well as certified coaches and other providers.

“Services” means: (i) professional and/or wellness services described herein and in the applicable Order Form provided by Providers to Participants; and/or (ii) Platform-related, implementation, and associated services described herein and in the

applicable Order Form provided to Customer and Participants.

“Territory” means the territories in which Modern Health or its Providers operate with respect to this Agreement.

2. OBLIGATIONS OF MODERN HEALTH.

2.1. SERVICES.

(a) Clinical/Wellness Services. Modern Health shall provide professional clinical and/or wellness Services to Participants in accordance with the terms and conditions of this Agreement. For clarity, Participants (and if applicable, their dependants) will lose access to the Services upon termination of their employment or contractual engagement with the Customer for any reason, and Modern Health will not provide Customer with any refund as a result thereof. Notwithstanding the foregoing, Modern Health and Customer may agree to provide access to the Services to Participants (and if applicable, their dependants) eligible to receive the Services after termination of their employment or contractual relationship with the Customer pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

(b) Platform Services. Subject to the terms and conditions of this Agreement and the Documentation, Customer and Participants will be provided with access to the Platform in order to obtain the Services respectively, except during periods of scheduled maintenance, inoperability, or inaccessibility. In the event that the Platform is not available for use by Participants, Modern Health will use commercially reasonable efforts to correct the interruption as promptly as practicable. Customer acknowledges that it is obtaining only a limited right to use, and to authorize Participants to access and use, the Services on the Platform. Subject to Section 2.2, Customer agrees that Modern Health or its suppliers retain all right, title and interest (including all patent, copyright, trade secret and other intellectual property rights) in and to the Platform, including any and all related and underlying software (including mobile applications, extensions and interfaces), databases, technology, and all copies, modifications and derivative works thereof; the Documentation; and all system performance data, including machine learning algorithms, data used for optimization and services improvement, and the results and output of such machine learning. Modern Health reserves all rights to the Platform not expressly granted in this Agreement.

2.2. Periodic Reports. Modern Health shall make available to Customer certain categories of aggregate, anonymized, and de-identified service reports containing information derived from Modern Health’s provision of the Services to Participants (“Reports”). The Reports may be used by the Customer subject to the following restrictions:

- (a) Reports are for Customer’s internal use only and are Confidential Information of Modern Health.
Reports may not be shared with any third parties without express written authorization of Modern Health.
- (b) Customer may not, under any circumstances, use any data contained in Reports for purposes of attempting to re-identify any Person.
- (c) Customer may not link or attempt to link any data contained in Reports with any other public or non public datasets, whether for the purposes of attempting to re-identify any Person or for any other reason.
- (d) Customer will explicitly communicate the terms of this Section to any of their personnel or anyone else with whom they have been authorized by Modern Health to share the data contained in the Reports, and will ensure that such individuals are bound by written terms of confidentiality with respect to such Reports at least as restrictive as those set forth herein.
- (e) Customer acknowledges and agrees that Modern Health uses technology services provided by Looker (a Google Cloud Service), and may generally use Other Technology (as defined in Section 12.2 below), to generate or provide access to Reports; Customer agrees to abide by any and all terms and conditions applicable to the use of such Other Technology provided by Modern Health to Customer.

3. OBLIGATIONS OF CUSTOMER.

3.1. Compensation. Customer shall compensate Modern Health for the Services, as set forth on the applicable Order Form(s). Customer shall remit the entire amount payable to Modern Health, and Modern Health will be responsible for disbursing all amounts due to Providers for the Services.

3.2. Payment Terms. Unless otherwise specified in an Order Form, Customer will pay all amounts due within thirty (30) days of the date of the applicable invoice. Any amount not paid when due will be subject to finance charges equal to one and one-half percent (1.5%) of the unpaid balance per month or the highest rate permitted by applicable Law, whichever is less, determined and compounded daily from the date due until the date paid. Customer agrees that it will reimburse Modern Health for any reasonable costs or expenses (including, but not limited to, attorneys' fees) incurred by Modern Health to collect any amount not paid when due.

3.3. Expense Reimbursement. In addition to the payment of fees in accordance with Section 3.1 above, Customer shall reimburse Modern Health for any expenses incurred by Modern Health and its agents and Providers during the Term (as defined below) in furtherance of the Services which are pre-approved in writing by Customer or fall within the scope of a budget mutually agreed to by the Parties, including travel, meals and accommodations, with reimbursement to be on an as-incurred basis upon submission by Modern Health of vouchers or receipts.

3.4. Taxes. Other than net income taxes imposed on Modern Health, Customer will bear all taxes, duties, and other governmental charges (collectively, "Taxes") resulting from this Agreement. Customer will pay any additional Taxes as are necessary to ensure that the net amount received by Modern Health after all Taxes are paid equals the amount Modern Health would have been entitled to in accordance with this Agreement if such Taxes were not imposed.

3.5. Use Restrictions; Unauthorized Use. Except as otherwise explicitly permitted herein or mandated by applicable Law, Customer will not, and will not permit or authorize Participants or other third parties to: (a) rent, lease, or otherwise permit third parties to use the Services, Platform, or Documentation; (b) use the Services to provide services to third parties (e.g., as a service bureau); (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from the Services or any software included therein; or (d) circumvent or disable or otherwise attempt to evade or interfere with any security or other technological features or measures of the Services or Platform. Customer shall use reasonable efforts to prevent any unauthorized use of the Services, Platform, or Documentation and immediately notify Modern Health in writing of any unauthorized use that comes to Customer's attention, whether by a Participant or other third party. Customer acknowledges and agrees that Modern Health has the right to limit or terminate access to the Services and the Platform to any Participant who violates the Documentation, and Customer will reasonably cooperate and assist with any actions taken by Modern Health to prevent or terminate unauthorized use thereof.

3.6. Eligibility File. The "Eligibility File" is a digital file that contains, at a minimum, the first name, last name, and work email address for all Participants, that is used by Modern Health to enable it to provide the Services hereunder, including communicating with Participants about the availability of the Services and verification of eligibility for the Services when a Participant attempts to access the Services. Customer or its authorized third party will provide an Eligibility File to Modern Health in a format reasonably requested by Modern Health. Customer warrants that the Eligibility File constitutes 'enrollment information' provided by the Customer in its capacity as an employer, and as such is not considered protected health information under HIPAA. Modern Health is not able to, and shall not be obligated to, provide the Services if the Eligibility File is not provided to it. Further, Modern Health shall not be obligated to provide the Services to the Participants that are located outside the Territory where the Services are available. Customer represents and warrants that it has the necessary legal bases to provide Modern Health with the Eligibility File for the purposes described in this Agreement. For avoidance of doubt, with respect to any data submitted to Modern Health by or on behalf of Customer, including the Eligibility File, which Modern Health then modifies through aggregation, analyzation, trend analysis, anonymization, de identification, or any other methodology to alter the nature and remove identifying features of such data, Modern Health shall own the resulting product of that alteration. To the extent the Eligibility File contains personal data or personal information (as such terms are defined by applicable Law), the Parties agree to comply with the terms of the Data Processing Addendum set forth on the internet at <https://www.modernhealth.com/dpa>.

3.7. Ownership of MH Content. In the course of delivering the Services, Modern Health may deliver to Customer, or provide Customer with access to certain audio, video or other audio-visual content, or written materials (the "MH Content"). Unless otherwise expressly agreed to in writing by the Parties, all title and intellectual property rights (including without limitation, copyrights, patents, trademarks, and trade secrets) in and to the MH Content is owned exclusively by Modern Health, its Affiliates or licensors. Modern Health reserves all rights pertaining to the MH Content not specifically granted herein. Modern Health hereby grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right and license to the MH Content during the Term solely for its internal business purposes; no license is granted whatsoever to distribute or publicly perform or display any MH Content to any third parties, nor to create any derivative works of the MH Content. At the expiration of the Term, Customer shall destroy or return to Modern Health any copies of MH Content in its possession, and upon request

shall certify in writing to Modern Health that it has done so.

4. TERM. This Agreement will commence upon the Effective Date and continue unless terminated earlier in accordance with the terms hereof ("Term"). Except as may be otherwise set forth in an Order Form, this Agreement will automatically terminate sixty (60) days after the termination or expiration of all Order Forms.

5. TERMINATION; EFFECT OF TERMINATION.

5.1. Termination for Material Breach. Either Party may terminate this Agreement if the other Party does not cure a material breach of this Agreement within thirty (30) days of receiving written notice of the material breach. Termination in accordance with this Section will take effect after receipt of written notice that the breaching Party has failed to cure its breach. If Customer fails to timely pay any fees, Modern Health may, without limitation to any of its other rights or remedies, suspend performance of the Services starting on the first day of such breach until it receives all amounts due.

5.2. Additional Termination Rights. Either Party may also terminate this Agreement immediately if the other Party: (a) terminates or suspends its business; (b) becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute; (c) becomes insolvent or subject to direct control by a trustee, receiver or similar authority; or (d) has wound up or been liquidated, whether voluntarily or otherwise.

5.3. Post-Termination Obligations. If this Agreement or an Order Form is terminated for any reason specified in this Section: (a) Customer will pay to Modern Health immediately any fees or other amounts that have accrued prior to the effective date of the termination, (b) all liabilities accrued prior to the effective date of the termination will survive, and (c) Customer will provide Modern Health with a written certification signed by an authorized Customer representative certifying that Customer has ceased all use of the Services and Documentation.

6. CONFIDENTIAL INFORMATION. Each Party shall retain in confidence all non-public information disclosed or made available by the other Party pursuant to this Agreement which is either designated in writing as proprietary and/or confidential, if disclosed in writing, or if disclosed orally, is designated in writing (which may be via email) as confidential within thirty (30) days of the oral disclosure, or which should reasonably be understood to be confidential by the recipient ("Confidential Information"); provided, however, that even if they would otherwise constitute Confidential Information, the foregoing definition does not include information and/or materials that: (a) have come within the public domain through no fault of or action by the receiving Party or its representatives; (b) are discovered or created by the receiving Party without use of, or reference to, the Confidential Information of the disclosing Party, as shown in records of the receiving Party; or (c) are otherwise known to the receiving Party through no wrongful conduct of the receiving Party. Notwithstanding any failure to so designate them, the Services and Documentation shall be Modern Health's Confidential Information unless explicitly indicated otherwise herein, the Eligibility File shall be the Confidential Information of Customer, and the terms and conditions of this Agreement shall be the Confidential Information of both Parties. Each Party agrees to: (i) preserve and protect the confidentiality of the other Party's Confidential Information; (ii) refrain from using the other Party's Confidential Information, except as contemplated herein; and (iii) not disclose such Confidential Information to any third party, except to employees and subcontractors as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein). Each Party agrees to promptly notify the other Party of: (x) any unauthorized disclosure or use of any Confidential Information and to assist the other Party in remedying such unauthorized use or disclosure by taking such steps as are reasonably requested, and (y) any instance in which Confidential Information is required to be disclosed by Law or court order; provided, however, that in such instance of a required disclosure, the receiving Party shall provide prompt notice thereof and reasonable assistance to enable the disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure; and provided, further, that a Party may disclose any Confidential Information hereunder to its agents, attorneys and other representatives (provided such recipients are subject to written confidentiality obligations at least as protective as those set forth herein) or any court of competent jurisdiction as required to resolve any dispute between the Parties. Within thirty (30) days after the expiration or termination of this Agreement, if either Party has any of the other Party's Confidential Information in its possession, such Party shall either destroy such Confidential Information or return it to the other Party. Further, the confidentiality provisions of this Agreement shall control the provisions of any non-disclosure or similar agreements the Parties may have entered into prior or subsequent to this Agreement in relation to the subject matter hereof.

7. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.

7.1. Representations and warranties. Each Party represents and warrants that: (a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein, under the Law of its jurisdiction of incorporation, organization or chartering; (b) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted herein and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; (d) when executed and delivered by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; (e) it will discharge their obligations under this Agreement in accordance with all applicable Law; and (f) it shall obtain at its own cost any and all necessary consents, licenses, approvals and permits required in connection with its responsibilities under this Agreement.

7.3. Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, MODERN HEALTH MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. MODERN HEALTH EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON INFRINGEMENT. NOTWITHSTANDING ANYTHING SET FORTH HEREIN, MODERN HEALTH MAKES NO WARRANTY AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SERVICES. MODERN HEALTH DOES NOT WARRANT THAT THE SERVICES ARE ERROR-FREE OR THAT OPERATION OF THE SERVICES WILL BE SECURE OR UNINTERRUPTED. MODERN HEALTH DOES NOT WARRANT THAT ANY INFORMATION PROVIDED THROUGH THE SERVICES IS OR WILL BE ACCURATE OR COMPLETE, NOR THAT ANY INFORMATION PROVIDED THROUGH THE SERVICES WILL ALWAYS BE AVAILABLE. MODERN HEALTH IS NOT RESPONSIBLE FOR UNAUTHORIZED ACCESS TO, OR DISCLOSURE OF, ANY UNENCRYPTED DATA PROVIDED BY CUSTOMER TO MODERN HEALTH WHILE SUCH DATA IS IN TRANSIT TO OR FROM THE SYSTEMS OR NETWORKS CONTROLLED BY MODERN HEALTH.

8. INDEMNIFICATION.

8.1. Indemnification by Modern Health. Modern Health will indemnify and hold Customer and its respective personnel (each, a "Customer Indemnified Person") harmless from and against liabilities, obligations, taxes, losses, damages, orders, judgments, claims and costs and expenses (including reasonable fees and expenses of attorneys, auditors, consultants and other agents) (collectively, "Losses") brought by a third party against a Customer Indemnified Person alleging that their use of the Platform as permitted hereunder during the Term infringes or misappropriates any patent, copyright, trademark, or trade secret right ("MH Claim"). Modern Health shall, at its expense, defend or settle such MH Claim and pay Losses finally awarded against Customer Indemnified Person in connection therewith, including the reasonable fees and expenses of the attorneys engaged by Modern Health for such defense (other than attorneys' fees and costs incurred without Modern Health's consent after Modern Health has accepted defense of the MH Claim), subject to the terms and conditions set forth herein. Modern Health will have no obligation under this Section or otherwise for any infringement or misappropriation to the extent that it arises out of or is based upon: (a) use of the Platform or the Services by Customer Indemnified Person or Participants in combination with other products or services, excluding use of Other Technology, if such infringement or misappropriation would not have arisen but for such combination; (b) the Services or Platform having been provided to comply with designs, requirements, or specifications required by or provided by Customer Indemnified Person, if the alleged infringement or misappropriation would not have arisen but for the compliance with such designs, requirements, or specifications; (c) a use of the Services or Platform by Customer Indemnified Person or Participants for purposes not intended by this Agreement or the Documentation, or use outside the limitations set forth in an Order Form; (d) a failure by Customer Indemnified Person or Participants to use the Services or Platform in accordance with written instructions provided by Modern Health, if the infringement or misappropriation would not have occurred but for such failure; or (e) any modification of the Services or Platform by Customer Indemnified Person or Participants not made or authorized in writing by Modern Health where such infringement or misappropriation would not have occurred absent such modification.

8.2. Indemnification by Customer. Customer shall indemnify Modern Health, its respective Affiliates, and its and their respective personnel (each, a "Modern Health Indemnified Person") for, and defend and hold Modern Health Indemnified Persons harmless from and against, any Losses actually suffered, paid or incurred by any Modern Health Indemnified Person in any suit, action or proceeding by any third party or Participant as a result of or related to (a) Customer's failure to properly provide the Eligibility File hereunder or (b) Customer's violation of applicable Law relating to offering or paying for health care benefits (each, a "Customer Claim" and together with MH Claims – "Claim(s)").

8.3. Participation in Defense. Each Party (in such case, the "Indemnified Party") will have the right to participate in the

defense of a Claim defended by the other Party (in such case, the "Indemnifying Party") at its own expense and with counsel of its own choosing.

8.4. Exclusive Remedy. This Section states the Indemnifying Party's sole and exclusive liability, and Indemnified Party's sole and exclusive remedy, for any Claim. In no event shall the Indemnifying Party be responsible for any Losses of the Indemnified Party to the extent that such Loss is caused by or results from the Indemnified Party's material breach of this Agreement, gross negligence or willful misconduct in connection with this Agreement.

8.5. Indemnification Process. The foregoing indemnity is conditioned upon (a) prompt written notice by the Indemnified Party to the Indemnifying Party of the Claim; (b) complete control of the defense and settlement thereof by the Indemnifying Party, provided that the Indemnifying Party will not settle any Claim without consent of the Indemnified Party if such settlement involves admission of guilt or material monetary obligations for the Indemnified Party; and (c) such reasonable cooperation by the Indemnified Party in the defense as the Indemnifying Party may request.

9. LIMITATIONS OF LIABILITY.

9.1. DISCLAIMER OF INDIRECT DAMAGES. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER AS IT APPLIES TO INDIRECT DAMAGES AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF SUCH PARTY WAS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

9.2. CAP ON LIABILITY. UNDER NO CIRCUMSTANCES WILL MODERN HEALTH'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY EXHIBIT, ORDER FORM, OR ADDENDUM HERETO (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO MODERN HEALTH DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

9.3. EXCUSED PERFORMANCE. IF MODERN HEALTH FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT (INCLUDING FAILING TO MEET ANY SERVICE LEVELS INCLUDED IN AN ORDER FORM), SUCH FAILURE WILL BE EXCUSED TO THE EXTENT THAT IT IS CAUSED BY (A) THE GROSSLY NEGLIGENT ACTS OR OMISSIONS, WILLFUL MISCONDUCT OR FRAUD OF CUSTOMER OR ITS AGENTS OR VENDORS; (B) A "FORCE MAJEURE EVENT", MEANING CIRCUMSTANCES BEYOND MODERN HEALTH'S REASONABLE CONTROL, INCLUDING ACTS OF GOD, ACTS OF WAR, TERRORIST ACTS, NATURAL DISASTERS, EPIDEMICS/PANDEMICS, ACCIDENTS, LABOR DISRUPTION, ACTS, OMISSIONS, AND DEFAULTS OF THIRD PARTIES (BUT NOT ACTS, OMISSIONS, OR DEFAULTS OF THIRD PARTIES WITH WHOM MODERN HEALTH HAS CONTRACTUAL, EMPLOYMENT, OR AGENCY RELATIONSHIP, EXCEPT TO THE EXTENT THAT THE THIRD PARTY'S DEFAULT IS RELATED TO A FORCE MAJEURE EVENT), (C) OFFICIAL, GOVERNMENTAL, AND JUDICIAL ACTION NOT THE FAULT OF MODERN HEALTH, OR (D) THE THREAT OF ANY OF THE FOREGOING. MODERN HEALTH WILL PROMPTLY NOTIFY CUSTOMER OF EVENTS THAT WOULD EXCUSE ITS PERFORMANCE AND USE ITS COMMERCIALY REASONABLE EFFORTS TO CONTINUE PERFORMANCE AND TO MITIGATE THE IMPACT OF SUCH EVENTS. MODERN HEALTH WILL BE ENTITLED TO RECOVER ANY INCREASED COSTS OF PERFORMANCE WHICH THE PARTIES MUTUALLY AGREE TO HAVE BEEN CAUSED BY FORCE MAJEURE EVENTS.

9.4. INDEPENDENT ALLOCATIONS OF RISK. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY MODERN HEALTH TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE LIMITATIONS IN THIS SECTION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

10. NON-SOLICITATION OF PROVIDERS. The Providers in Modern Health's network are recruited at significant time and expense, and Modern Health has a compelling interest in maintaining its contractual relationships and expectancy of future contractual relationships with such individuals. Customer covenants that it, its employees, agents, or representatives shall

not, during the Term and for a period of twelve (12) months thereafter, without obtaining written consent by Modern Health: (a) make offers or contracts of employment, or offer or contract for services, with Providers who are introduced by Modern Health to Customer in connection with this Agreement, or (b) direct or otherwise encourage Providers to contract with a competitor of Modern Health. Customer will not be deemed in violation of the foregoing restrictions if a Provider independently responds to a Customer job posting, or Customer did not, and could not, reasonably know that the Provider is in contract with Modern Health.

11. EFFECT OF NEW LAWS AND CHANGE OF CONDITIONS. The Parties agree to renegotiate this Agreement in good faith upon the occurrence of any of the following events: (a) if any Party would be materially and adversely affected by continued performance as a result of change in Law which require that it to comply with a Law contrary to the Party's prior reasonable understanding; (b) any material portion or provision of this Agreement is declared in violation of any Law by any competent court or state or federal agency; or (c) Customer or Modern Health receives notice from any federal or state agency that, in such agency's opinion, any material provision or provision of this Agreement is in violation of any Law. The Party affected under this Section 11 must promptly notify the other Party of the change, required compliance, official notice, or evidence of violation, and its desire to renegotiate this Agreement in order to address the occurrence of one or more of the events enumerated in this Section 11. If the Parties hereto are unable to agree in good faith on a modification to such portion or provision of this Agreement pursuant to this Section 11, which modification does not materially alter a material benefit of the original Agreement enjoyed by either Party, and if an amendment to this Agreement is not executed within thirty (30) days of receipt of the renegotiation notice, the Party adversely affected shall have the right to immediately terminate this Agreement upon written notice.

12. MISCELLANEOUS.

12.1. Relationship of the Parties. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the Parties, and the Parties shall at all times be and remain independent contractors.

12.2. Other Technology. Customer acknowledges that Modern Health may make available to Customer and/or Participants third-party apps and other technology in connection with the Services ("Other Technology"), for example, Zoom to conduct video visits for clinical/wellness visits with Providers.

Customer and/or Participants may have to create their own account with the provider of such Other Technology, and Customer's and/or Participant's access to and use of such Other Technology through their own account shall be governed solely by the terms and conditions for such Other Technology. Modern Health is not responsible or liable for, and makes no representations as to any aspect of such Other Technology. Modern Health cannot guarantee the continued availability of such Other Technology features. Modern Health is not liable for any damage or loss caused by or in connection with Customer's and/or Participant's use of Other Technology.

12.3. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been given by email to the address below, along with a courtesy paper copy delivered by mail or overnight courier. Such communications must be sent to the respective Party at the addresses indicated below (or at such other address for a Party as shall be specified in a notice given in accordance with this Section).

If to:

Modern Health: by email at legalnotice@modernhealth.com

With a courtesy copy to:

Modern Health Arizona, P.L.L.C.

650 California Street, Fl. 7, Office 07-128

San Francisco, CA 94108

Attn: President

If to Customer, at the address provided to Modern Health in the corresponding Order Form.

12.4. Export Controls. Customer acknowledges that the Services may be subject to U.S. export control Laws, including the

Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce and trade and economic sanctions maintained by the Treasury Department’s Office of Foreign Assets Control (“OFAC”). Customer agrees, and to require all Participants, to comply with all applicable U.S. and international export control Laws, as well as end-user, end-use, and destination restrictions imposed by U.S. and other governments. None of the Services may be downloaded or otherwise exported or re exported: (a) into any country for which the United States has a trade embargo, or (b) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Commerce Department’s Table of Denial Orders. Customer represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list. This export control clause shall survive termination or cancellation of this Agreement.

12.5. Assignment. Neither Party may assign its right, duties, and obligations under this Agreement without the other Party’s prior written consent, not to be unreasonably withheld or delayed, except (a) that a Party may assign this Agreement without the other Party’s consent to a successor (including a successor by way of merger, acquisition, sale of all or substantially all assets, or operation of Law) if the successor agrees to assume and fulfill all of the assigning Party’s obligations under this Agreement, and (b) Modern Health may assign any or all of its duties under this Agreement to a professional entity that receives administrative and management support services exclusively from Modern Life Inc.

12.6. Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

12.7. Survival. The rights and obligations of the Parties set forth in Sections 5-10 and Section 12, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

12.8. Governing Law. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of laws provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

12.9. Dispute Resolution. The Parties agree to meet and confer in good faith and to use their best reasonable efforts to resolve any problems, claims, disputes, or controversies arising out of or related to this Agreement (“Dispute”) promptly by negotiation between executives who have authority to settle the controversy. In the event a Dispute is not resolved by the Parties pursuant to the process above within fifteen (15) days of the provision of a notice of Dispute by either Party, the Parties agree to submit the Dispute to binding arbitration (the “Arbitration”). The Arbitration shall be held in San Francisco, California; the exact time and location shall be decided by the arbitrator(s) selected in accordance with the then current Rules of JAMS. The Arbitration shall be initiated and administered by and in accordance with the then current Rules of JAMS, or if JAMS is not in existence or otherwise unable to conduct the Arbitration in San Francisco, with the then current Commercial Rules of the American Arbitration Association. The arbitrator(s) shall apply Delaware substantive Law or federal substantive Law where state Law is preempted. The arbitrator(s) selected shall have the power to enforce the rights, remedies, duties, liabilities and obligations of discovery by the imposition of the same terms, conditions, and penalties as can be imposed in like circumstances in a civil action by a court of competent jurisdiction of the State of Delaware. The arbitrator(s) shall have the power to grant all legal and equitable remedies provided by Delaware Law and award compensatory damages provided by Delaware Law, except that punitive damages shall not be awarded. Except as provided in Section 3.2 above, each Party in any Arbitration hereunder shall bear its own costs and fees including expert and non-expert witness costs and any other expenses incurred directly or indirectly with said Arbitration, provided, however, that the Parties shall each pay an equal share of the fees and expenses of the arbitrator(s).

12.10. Equitable Relief. Each Party acknowledges that a breach by a Party of Section 6 or 10 above may cause the non-breaching Party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non breaching Party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching Party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

12.11. Modern Health Customer List. Modern Health may disclose that Customer is a customer of Modern Health to prospective customers. Any other use of Customer’s name or logo, including on Modern Health’s website, in Modern Health’s promotional materials or in press releases will be subject to Customer’s prior review and approval.

12.12. Interpretation. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. For purposes of this Agreement: (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (ii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (i) to Sections and Exhibits refer to the Sections of, and Exhibits attached to this Agreement; (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. 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. The Exhibits and Order Forms referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect thereto.

12.13. Amendments; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The waiver by either Party of any breach of any provision of this Agreement does not waive any other breach. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such Party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

12.14. Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of the Services under this Agreement is found to be illegal, unenforceable, or invalid, Customer's right to use the Services will immediately terminate without further action by or on behalf of Modern Health and Modern Health will, upon request, refund any prepaid and unused fees prorated based on the amount of the Services used as of the applicable termination date.

12.15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement