

DEFINITIONS

Assort Health Inc. Terms and Conditions

Date last modified: 5/4/2025

Definitions. Capitalized terms in these Terms will have the meaning set forth in the Definitions section below.

1. General Conditions.

- a. **Platform Availability and Support.** We will make the Platform available and provide you with related professional services ("Services") as described in each applicable Order Form subject to these Terms. You are responsible for obtaining and maintaining, at your sole expense, all equipment needed to access the Platform, including but not limited to internet access, servers, networks, devices, and any other hardware or software you deem necessary.
- b. **Data Processing and Platform Enhancements.** The Platform is cloud-based software that relies on an internet connection to exchange data. The Platform will store and process data remotely on third-party servers we control. During the Term, and solely for purposes of performing our responsibilities under each applicable Order Form, you grant to Assort the right to use, copy, transmit, modify, display, and store Your Data and Platform Data. You acknowledge that through the course of processing and interacting with Your Data, the Platform, including any embedded machine learning algorithms and artificial intelligence capabilities, may be enhanced, improved, changed, modified, or otherwise improved as a result of such processing (collectively "Enhancements"). Any Enhancements to the Platform resulting from the processing of Your Data will be exclusively owned by Assort and, to the extent that you may have any right, title, or interest in any such Enhancement, you grant and transfer all such right, title, and interest exclusively and completely to Assort. Enhancements will not contain or include any Protected Health Information received from or on behalf of you. We represent and warrant that only de-identified data will be used to train the Platform.
- c. **Changes.** We may change the Platform from time-to-time (e.g., to improve technical configurations, substitute components, or upgrade performance) provided we will not make any changes that materially degrade the security or performance of the Platform. To the extent such changes are generally made available to all customers without additional charge, you will be able to use such changes. If a change will result in additional charge, then you shall have the option to modify your subscription to include such change.
- d. **Reservation of Rights.** All rights not expressly granted in these Terms are reserved by Assort. You acknowledges that: (i) the Platform is subscribed to and not sold; (ii) you acquires only the right to use the Platform under the terms set forth in these Terms; (iii) Assort shall retain sole and exclusive ownership of any and all right, title, and interest in (a) the Platform and Services, (b) intellectual property embodied or associated with the Platform or Services, (c) all copies and derivative works of the Platform and Services, and (d) all reports, scripts, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology provided or developed by Assort (or a third party acting on Assort's behalf), including modifications, enhancements, improvements, or derivative works of any of the foregoing, regardless of who first conceives or reduces to practice, and all intellectual property rights in any of the foregoing (collectively "Assort Intellectual Property"), provided that the Assort Intellectual Property does not contain your pre-existing intellectual property; and (iv) all source and object codes, logic, and structure, constitute valuable trade secrets of Assort.

2. Your Obligations.

- a. General. You will reasonably cooperate with us to allow us to provide the Platform and Services in accordance with each Order Form, including providing us with timely access to your information, facilities, and equipment as we may reasonably require to perform the Services and provide the Platform.
- b. Your Personnel. You will designate qualified personnel to be our primary point(s) of contact to coordinate your Platform-related decision-making and communication to us. Performing the Services, maintaining timelines, and increasing the likelihood of meeting your internal success metrics for the Platform depend on your timely and effective decision-making and providing quality information such as accurate details about your current workflows to us. We will not be responsible for delays or substandard performance due to your inability to provide personnel and quality information or make decisions in a timely and effective manner.
- c. Acceptable Use. You will not (i) make unauthorized changes to the Platform or copy, derive specifications from, reverse engineer, reverse compile, translate, record, or create derivative works based on the Platform; (ii) rent, lease, loan, or resell the Platform without our written consent, which consent may be granted or withheld in our sole discretion; (iii) interfere with or disrupt the Platform or gain unauthorized access to any data, systems, or networks that connect to the Platform (or attempt to do any of the foregoing); (iv) remove or obscure any copyright, trademark, or other proprietary legends found in the Platform, or other items provided or made available by us; (v) use the Platform for an unlawful, abusive, or deceptive purpose, including in a manner that violates HIPAA; or (vi) permit any third party to do any of the foregoing. If you learn of any violation of this paragraph, you will promptly notify us and take commercially reasonable steps to end the violation.
- d. End User Responsibility. You are responsible for the conduct of your End Users. You will notify us of any suspected or known breach of these Terms by an End User. You will reasonably cooperate with our efforts to investigate or remedy suspected or known breaches of these Terms. We may suspend or revoke any End User's access to the Platform if we reasonably determine or suspect that the End User breached these Terms or our online terms of service.
- e. Restrictions. You shall not yourself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Platform or Services; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure, or other elements of the Platform, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) write or develop any derivative works based upon the Platform or any Assort Intellectual Property; (iv) modify, adapt, translate, or otherwise make any changes to the Platform or any other Assort Intellectual Property; (v) use the Platform to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis, which means charging others a fee to use the Platform; (vi) disclose or publish, without Assort's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Platform; (vii) allow any access or use of the Platform to or by any third party without Assort's prior written consent for any purpose, including but not limited to outsourcing, installation, upgrade, and customization services; or (viii) otherwise use or copy the Platform or the Services except as expressly permitted in this Agreement.

3. Payments.

- a. Invoicing. You will pay all undisputed amounts due to us within 30 days of invoicing. If you fail to make any undisputed payment within thirty (30) days of receiving a past due notice from us, all overdue amounts will accrue interest until paid at the rate of the lesser of 1.5% per month or the highest rate allowed by law. If any undisputed amount is not paid within 60 days after you receive notice from us, we may, by providing seven (7) days advance written notice to you, stop providing Services or limit or suspend your use of the Platform until such overdue amounts are paid in full. You will have materially breached these Terms if any amount

remains unpaid for more than sixty (60) days after written notice. Our remedies under this subsection are cumulative and non-exclusive of any other remedy under these Terms or at law.

- b. Taxes. Except our income taxes, taxes (e.g., sales, use, excise, property, VAT, and similar taxes) arising out of your use of the Platform and receipt of the Services are your responsibility. If we pay or are required to pay such taxes, penalties, or interest, you will promptly pay us all such amounts.

4. Representations, Warranties.

- a. General. We will maintain the requisite personnel, competence, skill, and resources necessary to perform our obligations under these Terms and each Order Form. We represent and warrant our performance under these Terms will be professional and in accordance with industry standards.
- b. By Assort.
 - i. Ownership. We represent that we have all rights needed for us to provide you with access to and use of the Platform. Your exclusive remedy for a breach of this subsection will be to require us to fulfill our indemnification obligations under Section 7.
 - ii. Services. We warrant the Services will be performed in a professional and workmanlike manner. Your exclusive remedy regarding non-conforming Services will be to require us to re-perform the non-conforming Services and re-submit them for your approval for no additional charge.
 - iii. We will comply with all applicable laws, rules, or regulations regarding the Platform and Services.
 - iv. Neither Assort nor any of Assort's employees, directors, officers, agents, or affiliates are, or have been, excluded from participation in Medicare, Medicaid, TRICARE, or any other governmental medical reimbursement program.
 - v. Limitations. We do not guarantee uninterrupted or error-free operation of the Platform or that all errors in the Platform will be corrected. We will not be liable for errors or damages of any kind caused by Your Data, third party criminal acts, limitations inherent in the use of the Internet, or third-party hardware, software, systems, or data.
- c. By You. You warrant and represent that you have or will have obtained before transmitting Your Data to us, any requisite consent or authority to provide us with Your Data to be processed and stored in the Platform.
- d. Exclusions. THE ABOVE WARRANTIES ARE THE EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Limitation of Liability.

- a. General. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL WE, OR OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION, LOSS OF GOODWILL, OR FOR ANY TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR ANY OTHER LOSS OR DAMAGES INCURRED BY YOU OR A THIRD PARTY IN CONNECTION WITH THESE TERMS, REGARDLESS OF WHETHER WE WERE ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, OUR AGGREGATE LIABILITY TO YOU AND ANY THIRD PARTY WILL IN NO EVENT EXCEED ONE MILLION DOLLARS, WHETHER THE LIABILITY ARISES FROM THE PLATFORM, SERVICES, OR OTHERWISE.

- b. Force Majeure. A party is not liable under these Terms for any delay in performance or non-performance caused by events or conditions beyond such party's reasonable control, including acts of God, fire, war, terrorism, third party criminal acts, any law or governmental regulations, or labor dispute, and the period of performance will be deemed extended to reflect such delay as agreed by the parties.
- c. Timing of Actions. The parties will first attempt to resolve any dispute related to these Terms, an Order Form, or the Platform or Services by good faith mutual discussions. Neither party will begin a lawsuit for any matter related to these Terms, use of the Platform, or the Services more than twelve (12) months after the date the cause of such action arose. If a lawsuit is begun, the prevailing party may recover its attorney fees and costs from the other party.

6. Indemnification.

- a. By Us. We will defend or settle, and indemnify and hold your Indemnitees harmless from, any Claim made against your Indemnitees by a third party alleging the Platform (as provided to you by us) infringes a United States copyright, trademark, or patent, so long as such Claim is not based on the combination or use of the Platform with other hardware, software, products, or services not approved or provided by us.

If such a Claim is brought or likely to be brought against you, we may at our option and expense: (i) procure the right for you to continue using the infringing part of the Platform, (ii) modify or replace the Platform to become non-infringing, or (iii) if we determine none of the above are commercially reasonable or technically feasible, end these Terms and refund your unused pre-paid fees. This Section states our entire liability and obligation to your Indemnitees for infringement or misappropriation of intellectual property.

- b. By You. While the Platform is a sophisticated tool that processes vocal data, it is not a substitute for human intervention and discretionary thinking by trained medical staff. Output of the Platform is designed to enable patients to easily schedule appointments and is not the proper tool for emergency use. Assort does not provide or render any form of medical service. Therefore, you will defend or settle, and indemnify and hold harmless, our Indemnitees from any Claim by a patient, patient representative, or any other third party that relates to or arises out of patient care, treatment, emergencies, or outcomes which are based in whole or in part on the use of (or inability to use) the Platform, or failure of the Platform to redirect or refer emergency patients to the proper provider.
- c. General. For this Section to apply, the indemnified party must promptly notify the indemnifying party of Claims and reasonably cooperate with the indemnifying party in defending and settling Claims. The indemnifying party will have exclusive control of defense and settlement of Claims. "Indemnitees" means the applicable party, its shareholders, officers, directors, employees, and contractors. "Claim" means any demand, action, or liability, however described, and related expenses, costs, and attorneys' fees.

7. Confidential Information.

- a. Your Confidential Information. We will not disclose Your Confidential Information to any third party except: (i) with your consent, (ii) as required by law, court order, or subpoena or (iii) as permitted by these Terms.
- b. Business Associate Agreement. To address the requirements under the Health Insurance Portability and Accountability Act of 1996, the parties will be bound by a Business Associate Agreement.
- c. Assort Confidential Information. You will: (i) maintain in confidence of Assort Confidential Information, (ii) limit access and use of the Platform to your End Users in the United States, and (iii) promptly notify us of any unauthorized access or use of the Platform.
- d. Non-Disclosure. Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own Confidential Information but in no event less than a reasonable amount of care. Neither party will use the other party's Confidential Information except as set forth in these Terms.

- e. Compelled Disclosure. The receiving party may disclose Confidential Information of the disclosing party if the receiving party is compelled by law to do so by a legal order, subpoena, directive, or similar requirement, provided that the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.

8. Data Use.

- a. Your Data. During the Term, Assort may collect, use, and retain Your Data to enable your use of the Platform, provide the Services, and for any other purpose permissible under applicable law.
- b. Platform Data. We may collect and create Platform Data from your use or access of the Platform and/or Services. All Platform Data will be considered Assort Confidential Information. We may use and disclose Platform Data and information derived from Platform Data in any lawful manner, but only if such disclosure leaves no reasonable basis to identify you or any individual as the source of the Platform Data and restricts any subsequent party from taking any steps to re-identify the individuals about whom the information relates.
- c. De-identification. We de-identify any data that collect from your use of the Platform, including any patient data, so long as our de-identification methods comply with applicable law. For purposes of these Terms, "de-identified" means the de-identified data set meets the HIPAA safe harbor (42 CFR 164.514(b)(2)) and removes identifying information about individuals, you and your providers such that an individual would not be able to identify that the resulting data is related to any of your patients. We will not assert ownership rights over protected health information. We own all de-identified information and information derived from it and may retain such Platform Data and information after these Terms expire or terminate.

9. Term and Termination.

- a. General. The term of these Terms will be 1 year beginning upon acceptance in any form (the "Initial Term"). After the Initial Term, these Terms will renew automatically for successive 1-year terms (each a "Renewal Term" and together with the Initial Term, the "Term"), unless either party gives the other party written notice of non-renewal at least 30 days prior to the expiration of the then-current Term. Except as may be set forth in an Order Form, these Terms may not be terminated if there is an active Order Form between the parties.
- b. Termination. A party may terminate these Terms (i) if the other party fails to remedy a material breach within 30 days' following receipt written notice detailing the breach, or (ii) if the other party ceases actively doing business, begins winding up its business, or bankruptcy or insolvency proceedings are begun by or against such party and not promptly dismissed. These Terms may be terminated if there is no active Order Form between the parties. Your and all of Your End Users', if any, right to access and use the Platform will end when any Order Form and/or these Terms expires or terminates, and we may at our option return or destroy Your Confidential Information in our possession. Upon termination, you will return or, with our permission, destroy all Assort Confidential Information in your possession.
- c. Survival. Sections 2(b), 2(d), 3(e), 4-12 will survive the expiration or termination of these Terms.

10. Regulatory Compliance.

- a. Compliance. It is the intent of the parties that these Terms will be in strict compliance with applicable healthcare laws, statutes, rules, and regulations. If in the opinion of either party's legal counsel, laws, regulations, interpretations, or rulings raise reasonable concerns regarding the enforceability of these Terms, or if strict compliance with these Terms would not be consistent with any applicable healthcare laws, statutes, rules, or regulations, or if the payment terms of these Terms are inconsistent with a party's tax-exempt status, or if any authority commences regulatory or enforcement action, the parties shall renegotiate any term of these Terms to cure any unenforceable term to secure such strict compliance. In

the event the parties, after exercising good faith, have been unable to renegotiate the terms of these Terms within thirty (30) days, either party shall be entitled to terminate these Terms and applicable Order Forms.

- b. Federal Program Eligibility. Each party represents and warrants to the other that (a) neither it nor any of its principals or affiliates are excluded from participation under any federal health care program, as defined under 42 U.S.C. § 1320a-7b(f), for the provision of items or services for which payment may be made under a federal health care program (an "Exclusion"); (b) neither party has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that it or its affiliates know or should know are excluded from participation in any federal health care program; and (c) no final adverse action, as such term is defined under 42 U.S.C. § 1320a-7e(g), has occurred against it or its affiliates or to its knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (an "Adverse Action"). Each party shall notify the other party of any Exclusion or Adverse Actions or any basis therefore within seven (7) days of its learning of any such Exclusion/Adverse Action. Ineligibility to participate in any federal health care program is grounds for immediate termination of these Terms and each applicable Order Form at the other party's sole discretion.
- c. Communications. You may receive email, text message, and other communications from us relating to or deriving from your use of the Platform. By disclosing your email, phone number, including cellphone, and other contact information during any interaction or demographic collection process, you acknowledge and authorize that we may send you such communications, including text messages if you provided your cellphone number. If you are an organization, you represent and warrant to us that you have all appropriate authorizations for emails, text messages, and other communications to be sent to any individual whose contact information you provide to us.

11. Miscellaneous.

- a. Subcontractors. We do and may subcontract any our services to be performed under these Terms to other vendors (e.g., software and storage providers). If any such subcontractor or other party we engage requires access to Your Data, then we may provide such access if the subcontractor or other vendor agrees in writing to comply with the same or similar restrictions that apply to us with respect to such information.
- b. Assignment. These Terms may be assigned by a party with the other party's prior consent or in connection with a merger or sale of mostly all of such party's assets, in each case so long as such party's successor agrees to be bound by these Terms. Any other assignment is void.
- c. Equitable Relief. You understand a breach or threatened breach of these Terms may cause us irreparable harm and that monetary damages will be inadequate to compensate for such harm. In addition to any other remedies available in law, equity, or otherwise, we are entitled to seek equitable relief to enjoin the conduct that is in breach of or threatens to breach these Terms, without notice, bond, or a requirement to prove damages.
- d. Feedback. You grant and transfer all right, title, and interest in any and all suggestions, enhancement requests, recommendations, or other feedback you provide that you provide to us concerning the Platform or any of our other products or services (collectively "Feedback"). We will exclusively own any and all such Feedback and you will take all reasonably requested actions to ensure that we exclusively own any such Feedback as well as granting us a power of attorney to take any actions needed to ensure perfection of any such ownership interests. We acknowledge that our use of any Feedback will be at our own risk.
- e. Relationship. Our relationship to you is strictly as an independent contractor. Neither party has the agency or authority to bind the other party or direct or control the other party's performance. No third-party beneficiaries are intended or created by these Terms.

- f. Severability. If any provision of these Terms is held to be unenforceable and severable from these Terms, no such severability will be effective if it materially changes the economic benefit of these Terms to either party.
- g. Governing Law, Venue. These Terms will be governed by and construed in accordance with the laws of the state of Delaware without reference to its conflict of laws provisions.
- h. Notices. Notices required or permitted by these Terms must be written and given to the party at the address specified above by hand delivery, certified mail, return receipt requested, or overnight delivery.
- i. Entire Agreement. These Terms and each incorporated Order Form and other agreements or exhibit constitute the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. No modification to these Terms will be binding unless in writing and includes a signature by an authorized representative of each party.

DEFINITIONS

"Assort Confidential Information" means Assort Materials and all information concerning the development, functionality, operation, use, implementation, or support of the Platform and other Assort products and services, including the terms of these Terms. "Assort Confidential Information" excludes information that (a) is or becomes publicly available through no fault of you or End Users, (b) was known to you on a non-confidential basis when Assort first provided you such information, (c) was lawfully disclosed to you on a non-confidential basis by an authorized third party, or (d) is independently developed by you without use of or reference to Assort Confidential Information.

"Assort Materials" means software, hardware, programming tools, documentation, reports, data, devices, know-how, methods, processes, and other inventions, works, and technologies, now existing or created after the date of these Terms, related to the Platform or other Assort products or services, including code made by us in providing services to you. We retain ownership of all Assort Materials.

"End User" means any of your employees or contractors that you authorize to access the Platform or materials generated from the Platform. The restrictions and limitations on you in these Terms apply to End Users, and you agree to be responsible for acts and omissions of End Users as if they were your acts and omissions.

"Platform" means the technology platform, including all software, algorithms, methodologies, and services that Assort makes available to users subject to these Terms.

"Platform Data" means the following: (i) Platform usage and performance statistics, such as in-Platform activity metrics; (ii) information submitted to the Platform by an End User, or caller, such as name, address, phone number, birth date, and current medications; (iii) any information collected or created by the Platform, including consumer satisfaction, or any other type of information resulting from an interaction with the Platform; and (iv) information collected or created by web site analytics, conversion tracking, and similar tools used to measure individuals' engagement with our Platform, websites and other online properties.

"Terms" means these Terms and Conditions.

"Your Confidential Information" means Your Data, including patient data, and all information, in whatever form, concerning your confidential business strategies and financial information. Except for Your Data, which will always be Your Confidential Information, "Your Confidential Information" excludes information that (a) is or becomes publicly available through no fault of ours, (b) was known to us on a non-confidential basis when you first provided us such information, (c) was lawfully disclosed to us on a non-confidential basis, (d) is independently developed by us without use of or reference to Your Confidential Information, or (e) relates to comments or ideas about the

Platform, development of our products or services, or the sites or applications for which we are implementing or supporting the Platform.

“Your Data” means any information, however described, transmitted, processed, or stored in or through the Platform by you or End Users, including patient data.