

PLATFORM ACCESS CONDITIONS AND TERMS

This Platform Access Conditions and Terms (referred to as the "*PACT*" or "agreement") is a legally binding agreement between you, your company or business ("*you*") and MedicalMatch Corporation, a Utah corporation ("*MedicalMatch*"). The *PACT* outlines the terms and conditions governing your access to the MedicalMatch Platform (defined below), which serves as a marketplace for you to offer healthcare-related services to healthcare delivery organizations (referred to as "*HDOs*") that require temporary staffing solutions for themselves or their affiliated entities that may be one-time, part-time, or longer-term engagements. The terms "*MedicalMatch*," "*we*," "*our*," or "*us*," also encompasses any relevant MedicalMatch-affiliated entities.

NOTE: THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS BETWEEN YOU AND MEDICALMATCH CAN BE BROUGHT (SEE SECTION 10). THESE PROVISIONS WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO: (1) WAIVE YOUR RIGHT TO A JURY TRIAL, AND (2) SUBMIT CLAIMS YOU HAVE AGAINST MEDICALMATCH TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE ACTION OR PROCEEDING.

The MedicalMatch Platform includes both the website and mobile application, the "*MedicalMatch App*." This mobile app plays a crucial role in enabling the provision of Services between you and HDOs within the marketplace we have provided. Your access also includes a range of associated services, which encompass payment, license and eligibility verification, and support functions. These services are offered by MedicalMatch, its affiliates, or third-party providers, and collectively, we refer to them as "*our Platform*."

Access to our Platform is also subject to the relevant terms found on our website. These include, but are not limited to, our Marketplace Guidelines, Consent for Background Checks and License Verification, as well as other applicable standards and policies, such as health and safety policies. Additionally, any other agreements you have with us, pertaining to how you engage with our Platform, the Services you offer to HDOs, your Platform preferences, along with this *PACT*, are considered part of your overall agreement with MedicalMatch and are hereby incorporated by reference. By entering into this agreement, and/or by using or accessing our Platform, you expressly acknowledge that you've reviewed, understood, and agree to the terms outlined herein (including the dispute resolution and arbitration provisions in Section 10), and you intend to be legally bound by them. This agreement takes effect from the date and time of your acceptance.

1. Independent Businesses

1.1. Relationship

(a) **Parties.** Your relationship with MedicalMatch operates on a strictly independent basis, where both parties function as separate and distinct business entities offering distinct services that are not part of the typical scope of the other. This is not an employment agreement, and you are not considered an employee. Every time you access our Platform, you reaffirm the existence and character of this contractual relationship. We want to emphasize that we're not contracting you to provide Services; instead, you engage with us for access to our Platform. It's crucial to understand that this *PACT* does not establish, intend to establish, or ever will establish any form of employment, partnership, or joint venture between you and us. You lack the authority to make or accept offers or representations on our behalf, and you shall not hold yourself out as having such authority. In no way do you act as our agent, and you possess no authority to represent MedicalMatch.

(b) **Independent Contractor.** You acknowledge and agree that you are an independent contractor, and this *PACT* shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between you and us for any purpose. You will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plan offered by MedicalMatch to its employees. We will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on your behalf.

1.2. Services to HDOs.

(a) We don't exercise any control over you. You decide when and where you want to offer services through our Platform. You can also choose whether to accept, decline, ignore, or cancel a shift. You're not obligated to take a minimum number of shifts to use our Platform. It's up to you if you want to offer services directly to HDOs through our Platform, or in other ways, such as using different platforms or applications. However, keep in mind that your performance, and adherence to the clinical standard of care, as judged by HDOs, may impact your access to our Platform or ability to provide shifts.

(b) You agree not to use our Platform to violate any employment agreement or policy of your employer (if any) related to secondary employment. It is your responsibility to ensure you are in compliance with any other agreement or preexisting relationship that may impact your use of our Platform.

(c) You agree and acknowledge that you are solely responsible for the thorough and complete documentation of all care delivered, coordinated, to include reimbursable components of such documentation commensurate with the clinical standard of care (i.e., working with HDOs to rectify incomplete charting results in the HDO

not able to be reimbursed).

1.3. Indemnification. YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL DAMAGES CAUSED BY YOUR ACTIONS OR INACTIONS IN THE PERFORMANCE OF YOUR SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU WILL INDEMNIFY, DEFEND (AT OUR OPTION) AND HOLD US AND OUR AFFILIATES AND EACH OF OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SHAREHOLDERS HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND RELATED EXPENSES), DAMAGES, PENALTIES, FINES, SOCIAL SECURITY CONTRIBUTIONS AND TAXES ("LOSSES") ASSERTED BY A THIRD PARTY AND ARISING OUT OF OR RELATED TO YOUR BREACH OR ALLEGED BREACH OF THIS AGREEMENT, YOUR PROVISION OF SERVICES, YOUR ACCESS TO OUR PLATFORM, YOUR INTERACTION WITH ANY THIRD PARTY, OR IN CONNECTION WITH YOUR USE OF THE ONLINE LEARNING TOOL (SEE SECTION 2.3).

2. The MedicalMatch Platform

2.1. General. Our Platform provides a marketplace for you to engage with HDOs related to the services you provide. You agree to complete an accurate and truthful profile of your identity and qualifications to provide Services, and to make certain information in that profile available to HDOs on our Platform (only the minimum information about you necessary to assess your qualifications and fitness for a particular shift will be shared with HDOs before a shift is accepted). Our Platform enables those operating independent business enterprises like you to provide Services requested by HDOs ("Shifts"). In addition to being contacted by HDOs, you may also proactively search and bid on available shifts. Subject to the terms and conditions of this agreement, MedicalMatch hereby grants you a non-exclusive, non-transferable, non-sublicensable, non-assignable license, during the term of this *PACT*, to use our Platform (including the MedicalMatch App) solely for the purpose of providing Services and accessing Services associated with accepting Shifts posted to our Platform. In the event of any conflict between this *PACT* and the terms and conditions of any Supplemental agreement, the terms of this *PACT* shall control, unless such Supplemental agreement specifically states otherwise.

2.2. Compliance. You agree to respect and abide by all federal, state and local laws pertaining to confidentiality regarding all information and records obtained, created or reviewed in the course of providing Services under this *PACT*. You further agree to adhere to all federal and state rules, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA), governing the privacy, security and use of protected health information. You are responsible for identifying, understanding, and complying with (i) all laws (including, but not limited to HIPAA and applicable state laws governing your provision of Services), rules and regulations that apply to your provision of Services (including whether you are permitted to provide Services at all) in the

jurisdiction(s) in which you provide services (e.g., your country and/or states, provinces, etc.) and (ii) this *PACT* (collectively, the “*Requirements*”). You affirm you have the required licenses, certifications, insurance (e.g., malpractice insurance), or registrations needed to offer your services through our Platform. Even if this *PACT* says something different, you can only use our Platform if you meet these Requirements. If you don't meet the Requirements, you agree not to use or try to use our Platform.

2.3. Online Learning Tool. As a Health Care Professional on our Platform, you will have access to a comprehensive online education and training resource. You agree not to (i) download or print in whole or in substantial part the Online Tools; (ii) modify, translate, reverse engineer, decompile, disassemble, create derivative works of, or otherwise attempt to derive or alter any source code of the Online Tools or any underlying software; (iii) copy or permit the copying of the Online Tools, other than copying in accordance with the Permitted Use; (iv) use the Online Tools to provide service bureau, time sharing, or similar services to third parties; (v) distribute, sublicense, sell, assign, transfer, rent, lease, pledge, or encumber the Online Tools; (vi) permit access to the Online Tools to any person except for Authorized Users; or (vii) alter, remove, or otherwise hinder the delivery of any copyright, disclaimer, or other proprietary notice appearing in the Online Tools. Redistribution of the Online Tools for any purpose is strictly prohibited.

2.4. Your Provision of Healthcare Services to HDOs. The MedicalMatch Platform is meant for people who can agree to these terms and have the authority to do so. If your MedicalMatch account is deactivated temporarily or permanently, you can't use the platform. Your account is only for you, and you can't let others use it. You're only allowed to have one account, and MedicalMatch can deactivate any extra or duplicate accounts. You affirm that (a) you're skilled and experienced enough to take on shifts following the rules and standards for the services, (b) you are authorized to use our platform and provide services in your area according to the Requirements, including any professional licenses needed, and (c) you agree to follow all the Requirements when using our platform. You're responsible for obtaining all the equipment and things you need for the shifts, and you're the one responsible for any costs or issues that come up from the shifts you work.

2.5. Accessing our Platform. To offer services on our Platform, you need to create an account. The information you give us must be true and complete, and you need to make any corrections or updates while you're using our Platform. You can only have one account unless we agree otherwise in writing. You're in charge of everything that happens on your account. For safety, don't share your login details or personal info, like photos, with anyone. If you think someone accessed your account or got your information, you are responsible to notify us immediately via email or telephone to our customer support team and change your password. MedicalMatch isn't responsible for any problems if you share your account details, including phishing or misuse of the Platform. Check out the FAQs for more information on keeping your account secure.

2.6. Accepting Shift Requests. Shift requests from HDOs may come to you through the MedicalMatch App, and you may accept, decline or ignore them. Alternatively, you may search out and bid on or apply to available shifts. Whether initiated by you or an HDO, accepting a Shift request creates a direct business relationship between you and the HDO in accordance with the terms of the Services the HDO has requested through our Platform. You will receive HDO information, including location and direct report contact information, and you agree and understand the HDO will also be given identifying information about what you have voluntarily provided through the MedicalMatch App (collectively, "*User Information*"). You agree to treat all HDO information as Confidential Information (defined below) received by you under this *PACT*. You acknowledge that your violation of your confidentiality obligations may also violate certain laws (e.g., HIPAA) and could result in civil or criminal penalties.

2.7. Negligence, Criminal Offenses, and Other Compliance Obligations. For the purpose of assisting us with our compliance and insurance obligations, you agree to notify us via email or phone to our customer support team within 24 hours and provide us with all reasonable information relating to any incident that occurs during your provision of a Shift and you agree to cooperate with any investigation and attempted resolution of such incident. Additionally, you agree to notify us via email or telephone to our customer support team within 24 hours if you are arrested for, charged with, or convicted of a criminal offense, for Platform eligibility consideration.

2.8. Ratings. The HDO and you might need to share feedback about each other's services. This feedback can include ratings and other comments (together called "*Ratings*"), and the expectation is that everyone gives honest feedback. Ratings aren't private, and you're giving us permission to use, share, and display your Ratings (and those about you) as explained in our Privacy Notice, without needing your approval. We don't have to check if Ratings are true or accurate, and we can remove them from our Platform if they don't follow our Marketplace Guidelines. Visit our website to learn more about Ratings and how they could impact your access to the Platform.

2.9. Location Based Technology Services: Communication Consents.

(a) Location data provided to and by our Platform is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither MedicalMatch, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data tracked or displayed by our Platform. Any of your information, including geolocational data, you upload, provide, or post on our Platform may be accessible to MedicalMatch and HDOs.

(b) We advise you to use our Platform with a data plan with unlimited or very high data usage limits, and MedicalMatch shall not be responsible or

liable for any fees, costs, or overage charges associated with any data plan you use to access our Platform.

(c) Your device geo-location information is required for the proper functioning of our Platform to match you with Shifts within the defined geographic location you set in your profile. You grant us the irrevocable right to obtain your geo-location information and to share your location with third parties, including HDOs, who will see your approximate location when making requests for your Services. We will not use this information to attempt to supervise, direct, or control you or your provision of Shifts.

(d) You agree that we may contact you by email, telephone or text message (including by an automatic telephone dialing system or “push” notifications through the Platform) at any of the phone numbers provided by you, or on your behalf, in connection with your account. You also understand that you may opt out of receiving text messages from us at any time. Notwithstanding the foregoing, we may also contact you by any of the above means, including by SMS, in case of suspected fraud or unlawful activity by you or on your account.

3. Insurance

3.1. Your Malpractice Insurance. You are responsible for ensuring the Services you perform are covered by malpractice insurance. In some cases, the HDO you work for provides coverage. You may also consider obtaining your own malpractice insurance at coverage levels that satisfy the minimum requirements to provide Services in your State. If you maintain your own policy, you agree to provide us with a copy of the insurance policy, policy declarations, and proof of premium payment for your policy, as well as copies of the same upon renewal, upon our request for such information. You will notify us via email to our customer support team immediately if the policy you have is canceled.

3.2. Limitations on Your Malpractice Insurance. You understand that it is your responsibility to select the malpractice insurance policy and coverage according to your risk tolerance. If you have any questions or concerns about the scope or applicability of your own insurance coverage, it is your responsibility to resolve them with your insurer.

3.3. Your Other Insurance for Services. You will maintain workers' compensation insurance if it is required by applicable law. If allowed by applicable law, you can insure yourself against industrial injuries by maintaining occupational accident or other liability insurance in place of workers' compensation insurance (and it is at your own risk if you decide not to). Additionally, if your shift is with a Home Health and Hospice HDO, you must show proof of active car insurance. When you schedule a shift, you are solely responsible to ensure appropriate transportation to arrive at your scheduled shift in a timely manner and you understand that the choice of operating any form of

transportation in fulfilling this shift will require standard licensing and insurance.

3.4. MedicalMatch Maintained Insurance. We may, in our sole discretion, choose to maintain insurance related to your Services, but we are not required to provide you with any specific coverage for loss to you, unless we specifically describe it in an addendum to this *PACT*. We can change, reduce or cancel the insurance that is maintained by us, if any, at any time without notice to you or authorization from you.

4. Payments

4.1. Same day Pay. We may use third parties to provide the ability for you to receive payment for your services at the end of a completed shift. You must have a valid and active debit card issued in your name to access this service and satisfy any other qualifications implemented by us or by the third-party payment service provider. You may have the option of having a debit card issued to you by our third-party providers. Certain users may not be eligible for Same day Pay, including those who are subject to garnishments. Your use of Same day pay may be subject to additional restrictions and fees; more information may be found on our website.

4.2. Other payment methods. If you do not elect to use the same day pay service, you will be paid in accordance with the HDOs Accounts Payable Cycle.

4.3. Costs. You agree that certain costs related to your compliance with state or federal licensing and onboarding fees will be paid by you. These can include the costs of conducting background checks, medical screening, and other ID verification.

5. Term and Termination; Effect; Survival

5.1. Term. This *PACT* is effective as of the date and time you accept it and will continue until terminated by you or us. We may terminate this *PACT* or deactivate your account immediately in the event and based on our sole discretion: (1) you are no longer eligible to qualify to provide Services; (2) you fall below our rating standards or cancellation threshold; or (3) we have the good faith belief that such action is necessary to protect the safety of the community or third parties, provided that in the event of a deactivation pursuant to (1)-(3) above, you will be given notice of the potential or actual deactivation and an opportunity to attempt to cure the issue to our reasonable satisfaction prior to permanently terminating the *PACT*. For all other breaches of this *PACT*, you will be provided notice and an opportunity to cure the breach. If the breach is cured in a timely manner and to our satisfaction, this *PACT* will not be permanently terminated.

5.2. Effect of Termination and Survival. Upon termination, each party will remain responsible for its respective liabilities or obligations that accrued before or as a result of such termination. Once the *PACT* is terminated you will no longer access our

Platform to provide Services. Sections 1, 2.8(d), 4, 5.2, 6-9, and 10 shall survive any termination or expiration of this *PACT*.

6. Disclaimers. The following disclaimers are made on behalf of MedicalMatch, our affiliates, subsidiaries, parents, successors, and assigns, and each of our respective officers, directors, employees, agents, and shareholders.

6.1. OUR PLATFORM AND ANY ADDITIONAL PRODUCTS OR SERVICES ARE PROVIDED ON AN “AS IS” BASIS AND “AS AVAILABLE,” AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. YOUR ACCESS TO OUR PLATFORM IS NOT GUARANTEED TO RESULT IN ANY SHIFT REQUESTS OR ACCEPTANCE. WE DO NOT WARRANT THAT OUR PLATFORM WILL BE ACCURATE, COMPLETE, RELIABLE, CURRENT, SECURE, UNINTERRUPTED, ALWAYS AVAILABLE, OR ERROR- FREE, OR WILL MEET YOUR REQUIREMENTS, THAT ANY DEFECTS WILL BE CORRECTED, THAT OUR TECHNOLOGY IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE WILL NOT BE LIABLE FOR ANY SERVICES INTERRUPTIONS OR LOSSES RESULTING FROM SERVICES INTERRUPTIONS, INCLUDING BUT NOT LIMITED TO SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT YOUR ACCESS TO OUR PLATFORM.

6.2. WE ARE NOT A HEALTHCARE ORGANIZATION OR A STAFFING AGENCY. WE ARE A TECHNOLOGY COMPANY AND PROVIDE A MARKETPLACE FOR HEALTHCARE WORKERS AND HDOS TO REQUEST AND PROVIDE TEMPORARY SHIFT COVERAGE. WE MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO THE ACTIONS OR INACTIONS OF THE HDOS WHO MAY REQUEST OR ACTUALLY RECEIVE SERVICES FROM YOU. WE DO NOT SCREEN OR EVALUATE THESE HDOS. SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, SUCH AS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AVAILABILITY, SAFETY, SECURITY, AND NON- INFRINGEMENT. WE EXCLUDE ALL WARRANTIES TO THE EXTENT THOSE REGULATIONS ALLOW.

6.3. IF A DISPUTE ARISES BETWEEN YOU AND THE HDOS OR ANY OTHER THIRD PARTY, YOU RELEASE US FROM LOSSES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

6.4. WE MAY USE ALGORITHMS IN AN ATTEMPT TO FACILITATE SHIFTS AND IMPROVE THE EXPERIENCE OF USERS AND THE SECURITY AND SAFETY OF OUR PLATFORM; ANY SUCH USE DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED.

7. Confidentiality

7.1. Confidential Information. You agree not to use any technical, financial, strategic, or other proprietary and confidential information relating to our business, operations and properties. You shall not disclose or permit disclosure of any Confidential Information to third parties, and you agree not to store separate and outside of our Platform any Confidential Information obtained from the Platform. As a health care worker, you understand that some Confidential Information you receive may be protected by federal and/or state confidentiality laws, such as the Health Information Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy and security of protected (patient) health information. You understand that any violation of the *PACT*'s confidentiality provisions may violate HIPAA or state confidentiality laws and could result in civil or criminal penalties against you. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of MedicalMatch to prevent it from falling into the public domain. Notwithstanding the above, you shall not have liability to MedicalMatch with regard to any Confidential Information which you can prove: was in the public domain at the time it was disclosed by us or has entered the public domain through no fault of yours; was known to you, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; is disclosed with our prior written approval; becomes known to you, without restriction, from a source other than us without breach of this *PACT* by you and otherwise not in violation of our rights; or is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that you shall provide prompt notice of such court order or requirement to us to enable us to seek a protective order or otherwise prevent or restrict such disclosure.

**NOTICE OF IMMUNITY UNDER THE DEFEND
TRADE SECRETS ACT OF 2016 (DTSA)**

Notwithstanding any other provision of this *PACT*:

- (a) You will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that:
 - (i) is made: (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or
 - (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.
- (b) If you file a lawsuit for retaliation by the Company for reporting a suspected violation of law, you may disclose the Company's trade secrets to your attorney and use the trade secret information in the court proceeding if you:
 - (i) file any document containing the trade secret under seal; and
 - (ii) do not disclose the trade secret, except pursuant to court order.

7.2. Remedies. The unauthorized use or disclosure of any Confidential Information would cause irreparable harm and significant damages, the degree of which may be difficult to ascertain. Accordingly, the parties have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of Confidential Information disclosed by the other party, in addition to any other rights or remedies described in Section 10, applicable law or otherwise.

8. Intellectual Property. We reserve all rights not expressly granted in this *PACT*. The MedicalMatch App, our Platform, and all data gathered through our Platform, including all intellectual property rights therein (the “*Platform IP*”), are and remain our property and/or that of our licensors, as applicable. Neither this *PACT* nor your use of MedicalMatch’s or our licensors’ company names, logos, products or service names, trademarks, service marks, trade dress, other indicia of ownership, or copyrights (“*MedicalMatch Names, Marks, or Works*”) or the Platform IP conveys or grants to you any rights in or related to the Platform IP, or related intellectual property rights, including MedicalMatch’s Names, Marks, or Works, except for the limited license granted above. You shall not, and shall not allow any other party to: (a) license, sublicense, copy, modify, distribute, create, sell, resell, transfer, or lease any part of the Platform IP or Authorized MedicalMatch-Branded Materials; (b) reverse engineer or attempt to extract the source code of our software, except as allowed under law; (c) use, display, or manipulate any of MedicalMatch Names, Marks, or Works for any purpose other than to provide Shifts; (d) create or register any (i) businesses, (ii) URLs, (iii) domain names, (iv) software application names or titles, or (v) social media handles or profiles that include MedicalMatch Names, Marks, or Works or any confusingly or substantially similar mark, name, title, or work; (e) use MedicalMatch Names, Marks, or Works as your social media profile picture or wallpaper; (f) purchase keywords (including, but not limited to Google AdWords) that contain any MedicalMatch Names, Marks, or Works; (g) apply to register, reference, use, copy, and/or claim ownership in MedicalMatch’s Names, Marks, or Works, or in any confusingly or substantially similar name, mark, title, or work, in any manner for any purposes, alone or in combination with other letters, punctuation, words, symbols, designs, and/or any creative works, except as may be permitted in the limited license granted above; (h) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any part of our Platform or data; or (i) aggregate MedicalMatch’s data with competitors’.

9. Miscellaneous

9.1. Modification. We reserve the right to modify the terms and conditions of this *PACT*, and such modifications shall be binding on you only upon your acceptance of the modified *PACT*. We reserve the right to modify any information on pages referenced in this *PACT* from time to time, and such modifications shall become effective upon posting. Continued use of our Platform after any such changes shall constitute your acceptance of such changes.

9.2. Severability. If any provision of this *PACT* is found by a court of competent

jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions will continue in full force and effect. The invalidity, illegality, or unenforceability of any provision will not affect the validity, legality, or enforceability of any other provision of this *PACT*. The parties agree to negotiate in good faith to replace the invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that reflects the original intent of the parties as closely as possible.

9.3. Assignment. We may freely assign or transfer our rights and obligations under this *PACT*, in whole or in part, without your prior consent. You agree not to assign this *PACT*, in whole or in part, without our prior written consent, and any attempted assignment without such consent is void.

9.4. Governing Law. Except as specifically provided in this *PACT*, this *PACT* is governed by the applicable law of the state where you reside (or where your entity is domiciled) when you accepted this *PACT* (the "*Governing Law*"). The Governing Law shall apply without reference to the choice-of-law principles that would result in the application of the laws of a different jurisdiction.

9.5. Notification. Except as otherwise required in this *PACT*, any requirement to notify us may be done via email or telephone to our customer support team.

9.6. Entire Agreement. Except as specifically set forth in herein, this *PACT*, constitutes the entire agreement and understanding with respect to the subject matter expressly contemplated herein and therein, and supersedes all prior or contemporaneous agreements or undertakings on this subject matter.

10. Arbitration Provision.

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT, OR THE BREACH THEREOF, SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. CLAIMS SHALL BE HEARD BY A SINGLE ARBITRATOR, UNLESS THE CLAIM AMOUNT EXCEEDS \$1,000,000.00, IN WHICH CASE THE DISPUTE SHALL BE HEARD BY A PANEL OF THREE ARBITRATORS. THE ARBITRATOR(S) SHALL BE QUALIFIED FOR ADMITTANCE TO THE AAA® NATIONAL ROSTER OF ARBITRATORS. THE PLACE OF ARBITRATION SHALL BE SALT LAKE CITY, SALT LAKE COUNTY, UTAH. THE ARBITRATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF UTAH.

ARBITRATION SHALL PROCEED ONLY ON AN INDIVIDUAL BASIS. THE PARTIES WAIVE ALL RIGHTS TO HAVE THEIR DISPUTES HEARD OR DECIDED BY A JURY OR IN A COURT TRIAL AND THE RIGHT TO PURSUE ANY CLASS OR COLLECTIVE

CLAIMS AGAINST EACH OTHER IN COURT, ARBITRATION, OR ANY OTHER PROCEEDING. EACH PARTY SHALL ONLY SUBMIT THEIR OWN INDIVIDUAL CLAIMS AGAINST THE OTHER AND WILL NOT SEEK TO REPRESENT THE INTERESTS OF ANY OTHER PERSON OR CLASS OF PEOPLE. THE ARBITRATOR SHALL HAVE NO JURISDICTION OR AUTHORITY TO COMPEL ANY CLASS OR COLLECTIVE CLAIM, OR TO CONSOLIDATE DIFFERENT ARBITRATION PROCEEDINGS WITH OR JOIN ANY OTHER PARTY TO AN ARBITRATION BETWEEN THE PARTIES.

EACH PARTY WILL, UPON WRITTEN REQUEST OF THE OTHER PARTY, PROMPTLY PROVIDE THE OTHER WITH COPIES OF ALL RELEVANT DOCUMENTS, AS AGREED TO BY THE PARTIES. THERE SHALL BE NO OTHER DISCOVERY ALLOWED. IN MAKING DETERMINATIONS REGARDING THE SCOPE OF EXCHANGE OF ELECTRONIC INFORMATION, THE ARBITRATOR(S) AND THE PARTIES AGREE TO BE GUIDED BY THE SEDONA PRINCIPLES, THIRD EDITION: BEST PRACTICES, RECOMMENDATIONS & PRINCIPLES FOR ADDRESSING ELECTRONIC DOCUMENT PRODUCTION.

THE ARBITRATION WILL BE BASED ON THE SUBMISSION OF DOCUMENTS AND THERE SHALL BE NO IN-PERSON OR ORAL HEARING.

TIME IS OF THE ESSENCE FOR ANY ARBITRATION UNDER THIS AGREEMENT. AN ARBITRAL DEMAND MUST BE FILED WITHIN 1 YEAR OF THE ALLEGED BREACH. ARBITRATION HEARINGS SHALL TAKE PLACE WITHIN 90 DAYS OF FILING AND AWARDS RENDERED WITHIN 120 DAYS. ARBITRATOR(S) SHALL AGREE TO THESE LIMITS PRIOR TO ACCEPTING APPOINTMENT.

THE ARBITRATORS WILL HAVE NO AUTHORITY TO AWARD PUNITIVE OR OTHER DAMAGES NOT MEASURED BY THE PREVAILING PARTY'S ACTUAL DAMAGES, EXCEPT AS MAY BE REQUIRED BY STATUTE. EACH PARTY SHALL BEAR ITS OWN COSTS AND EXPENSES AND AN EQUAL SHARE OF THE ARBITRATORS AND ADMINISTRATIVE FEES OF ARBITRATION.

EXCEPT AS MAY BE REQUIRED BY LAW, NEITHER A PARTY NOR AN ARBITRATOR MAY DISCLOSE THE EXISTENCE, CONTENT, OR RESULTS OF ANY ARBITRATION HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF BOTH PARTIES.

THE PARTIES AGREE THAT FAILURE OR REFUSAL OF A PARTY TO PAY ITS REQUIRED SHARE OF THE DEPOSITS FOR ARBITRATOR COMPENSATION OR ADMINISTRATIVE CHARGES SHALL CONSTITUTE A WAIVER BY THAT PARTY TO PRESENT EVIDENCE OR CROSS-EXAMINE WITNESSES. IN SUCH EVENT, THE OTHER PARTY SHALL BE REQUIRED TO PRESENT EVIDENCE AND LEGAL ARGUMENT AS THE ARBITRATOR(S) MAY REQUIRE FOR THE MAKING OF AN AWARD. SUCH WAIVER SHALL NOT ALLOW FOR A DEFAULT JUDGMENT AGAINST THE NON-PAYING PARTY IN THE ABSENCE OF EVIDENCE PRESENTED

AS PROVIDED FOR ABOVE.

The parties agree that this *PACT* may be electronically signed. The parties agree that the electronic signatures appearing on this *PACT* are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

You may, at your option, opt out of electronically signing this *PACT* by downloading a copy of this *PACT* and affixing a hand-written signature, and uploading the signed contract to your profile.

By signing below, I expressly acknowledge that I have read, understood, and considered the consequences of this *PACT*, that I agree to be bound by the terms of this *PACT*, and that I am legally competent to enter into this agreement with MedicalMatch.