

# VALIDIC IMPACT END USER LICENSE AGREEMENT

END USER OF VALIDIC SOLUTION: [CLIENT]

PLEASE READ THESE PASS-THROUGH PROVISIONS CAREFULLY BEFORE USING THE VALIDIC SOLUTION(S) AS DEFINED BELOW. BY ENTERING INTO AN AGREEMENT WITH OR ITS AFFILIATE (IN EACH CASE, " ") FOR USE OF THE VALIDIC IMPACT SOLUTION (THE "VALIDIC SOLUTION"), CLIENT AGREES TO BE BOUND BY THE TERMS OF THESE PASS-THROUGH TERMS ("TERMS").

These Terms shall be incorporated into the agreement between Client and for use of the Validic Solution by Client (the "Agreement").

## 1. Validic Services

### 1.1. Service Description.

Validic provides a digital health platform that (i) accesses, collects, and standardizes authorized personal health and activity information ("Authorized Data") collected using third-party applications and devices ("Apps") and often stored on servers owned or controlled by the owners of the Apps, and (ii) coordinates and manages permissions and credentialing between the Apps and Validic's clients. A "Connected User" is a user with (i) one or more connected devices that have been registered on the Validic Solution or (ii) who has sent data via the Mobile SDK in the past thirty (30) days, regardless of the number of devices. Connected Users can connect data sources through Manual Data Entry in the HealthBridge mobile app, Bluetooth connectivity through the HealthBridge mobile app, Cloud connectivity via the data source manufacturer's platform, or Cellular connectivity via either peripherals with embedded cellular antennas or connected to a cellular-enabled hub. Client is responsible for enrolling and disenrolling Connected Users in Client's system.

### 1.2. Add-On Services.

Client may request the following additional services:

a) Device Logistics Service: Validic provides logistics services and device management, including program management, inventory management, warehousing, kitting devices, shipping kits to a home or facility, device rentals, cleaning devices on return, reporting, and device recall services. Optional services dependent on program requirements could include tablet services, mobile device management, cellular services, and removal services to recover devices. An "End User" is any person who receives, uses, or is intended to receive or use a device provided by Validic under this Agreement, whether or not they are a Connected User via the Software Service.

b) Service Desk: Validic provides call center services that may include customer service, technical and administrative support, outbound welcome calls, and phone support for End Users, Connected Users, and clinicians. If applicable, Service Desk services will be described in one or more SOWs.

### 1.3. Authorized Data:

Client acknowledges and agrees that the Validic Solution currently supports and can collect Authorized Data from the Apps set forth at <https://validic.com/inform-connected-apps-and-devices>. All Apps are owned and maintained by third parties, and Validic is not responsible for the Apps, including, without limitation, any malfunction or other failure. Validic may add additional Apps during the term of Client's license to use the Validic Solution. Validic may discontinue an App at any time.

## 2. Acceptable Use

### 2.1. Restrictions and Prohibited Uses.

Client shall comply with all applicable laws, rules and regulations, including without limitation HIPAA, in its use of the Validic Solution and handling of Authorized Data. Additionally, Client shall not, and shall not permit any third party to engage in the following categories of prohibited activities:

(a) Technical and Operational Restrictions. Client shall not modify, decompile, reverse engineer, or attempt to derive the source code of the Validic Solution. Client shall not tamper with, disable, or circumvent any security or technical controls of the Validic Solution. Client shall not interfere with the operation or performance of the Validic Solution. Client shall not upload any malicious code, viruses, or harmful programs.

(b) Usage and Access Restrictions. Client shall not lease, sublicense, or make the Validic Solution available to any third party other than Connected Users. Client shall not use the Validic Solution for any unlawful or unauthorized purpose. Client shall not access the Validic Solution to build competing products or for benchmarking purposes. Client shall not remove or alter any proprietary notices or markings.

(c) Content and Data Restrictions. Client shall not transmit any unlawful, threatening, abusive, or discriminatory content. Client shall not upload any material that infringes intellectual property rights or privacy rights. Client shall not use Client Data in any way that violates applicable privacy or data protection requirements. Client shall not impair the integrity of the Validic Solution or its data.

## 3. Data Rights and Processing

### 3.1 Data Flow and Authorization

"Connected User Data" means health and activity data collected by third-party devices and applications that Connected Users have authorized to be shared with both the device manufacturer and Validic. Validic

processes such data under Connected Users' authorization and makes it available to Client through the Validic Solution.

### 3.2 Client Data

"Client Data" means (i) Connected User enrollment and management data provided by Client, and (ii) Connected User Data as processed and presented in Client's system. Client is responsible for the accuracy of enrollment data and proper handling of Connected User Data in accordance with applicable law and Connected User authorizations.

### 3.3 Compiled Data Rights

"Compiled Data" means analytics, statistics, and other derived data that Validic generates from its processing of Connected User Data across multiple clients in irreversibly de-identified form. Validic owns all Compiled Data and may use it for service improvement and population health analysis, provided such use does not permit the identification of any Connected User, Client, or device manufacturer.

### 3.4 Data Responsibilities

Connected Users own and control their underlying health and activity data. Device manufacturers process such data according to their terms with Connected Users. Validic processes the data pursuant to Connected User authorization. Client shall access and use Connected User Data only as permitted by Connected Users' authorizations and applicable law.

## 4. Third-Party Device Integration and Terms

### 4.1 Selection and Acceptance of Data Sources.

Validic maintains a list of Supported Devices at <https://help.validic.com/space/VCS/1665335325/Inform+Connected+Apps+and+Devices>, which may include a link to associate Device Terms. When implementing the Validic Solution, and upon Client request at any time thereafter, Client shall select which third-party device manufacturers' data sources ("Supported Devices") it wishes to enable for its Connected Users. A device manufacturer may impose specific terms and conditions ("Device Terms") governing both (i) how their data may be accessed, stored, displayed, and used by Clients, and (ii) how Connected Users must authorize data sharing. Third-Party Terms are typically not negotiable. If the Client does not accept any Third-Party Terms, the Client must promptly notify Validic in writing. Client shall review and accept the Device Terms for each selected Supported Device. Client acknowledges that failure to comply with Device Terms may result in immediate termination of access to that manufacturer's data.

## 4.2 Device Data Handling Requirements.

Client shall comply with all data handling, storage, display, and usage requirements specified in the Device Terms for each Supported Device. These requirements may include, without limitation, restrictions on data retention, requirements for secure transmission, limitations on data use cases, and specific display or attribution requirements. Client shall not use any device manufacturer's data in a manner prohibited by the applicable Device Terms.

## 4.3 Connected User Authorization and Data Collection.

Client shall be responsible for (i) enrolling and disenrolling Connected Users in Client's system, (ii) ensuring a Data Sharing Authorization is obtained from each Connected User, and (iii) maintaining accurate records of such authorizations and disenrollments. Validic will not process data without a valid Data Sharing Authorization from a Connected User. "Data Sharing Authorization" means the Connected User's consent to share their data with Validic for processing on Client's behalf, obtained according to the relevant connectivity method through the process outlined below. Client shall not attempt to bypass or modify the direct authorization process between Connected Users and device manufacturers. If Client provides Supported Devices directly to Connected Users, such devices must still be connected through the standard authorization process.

A Connected User's Data Sharing Authorization is valid once the Connected User has completed the following:

- Cloud connectivity requires a two-step consent process: (i) the Connected User must agree to share data with their wearable device manufacturer pursuant to the manufacturer's terms, and (ii) the Connected User must separately consent to share data with Validic for processing on Client's behalf. Once both consents are obtained, Validic will process the Connected User's Authorized Data and make it available in Client's platform.
- Bluetooth connectivity requires Connected Users to authorize data sharing by initiating the Bluetooth pairing from within the HealthBridge mobile app and agreeing to the program terms presented during enrollment.
- Manual Data Entry requires Connected Users to authorize data sharing by agreeing to the program terms presented during enrollment.
- For Cellular connectivity, where Connected Users may not interact with Validic-provided software, Client shall ensure appropriate program consent and data sharing consent is captured outside Validic-provided systems.

Connected Users may revoke their Data Sharing Authorization at any time. For Cloud-connected devices, the Connected User will do this either directly through their device manufacturer or via the HealthBridge mobile app. For Bluetooth-connected or Manual Data Entry models, the Connected User will revoke consent via the HealthBridge mobile app. For Cellular Connectivity, the Connected User must request Client to unenroll them from the Validic program. Upon such revocation or unenrollment, Validic will cease processing that Connected User's data.

Client shall not use or disclose any Connected User's Authorized Data for any purpose beyond those specified in the Data Sharing Authorization and agreed to by the Connected User without obtaining additional express consent from the Connected User.

#### 4.4 Changes to Device Terms or Supported Devices.

Client is responsible for monitoring this status page for any changes to Device Terms or device availability, including when device manufacturers discontinue support or modify their terms. Client must promptly review and accept any modified Device Terms to maintain access to affected Supported Devices. Client may choose to enable or disable specific Supported Devices at any time by written notice to Validic, provided that any such change will only affect future Connected User device connections.

### 5. Device Logistics Terms

#### 5.1. Device Ordering.

Client shall submit Equipment orders through Device Order Forms specifying Equipment details, quantities, pricing, and delivery requirements. Client is responsible for payment of all ordered quantities regardless of deployment status. Validic will fulfill End User orders from Client's existing inventory and notify Client if inventory is insufficient. Client is responsible for providing accurate End User delivery information and bears any costs related to incorrect delivery details.

#### 5.2. Title and Risk.

For purchased Equipment, title transfers to Client upon full payment. For rented Equipment ("Units"), title remains with Validic. Validic bears risk of loss until Equipment is delivered to the carrier, after which Client assumes all risk. Client shall promptly report any loss or damage occurring in its possession.

#### 5.3. Documentation and Use.

Validic will provide manufacturer documentation and Client-provided materials with Equipment shipments. Client shall ensure End Users operate Equipment only for authorized medical purposes, under appropriate supervision, and in compliance with manufacturer specifications. Unauthorized modifications to Equipment are prohibited.

#### 5.4 Additional Equipment Terms.

Specific requirements regarding equipment acceptance testing, cleaning standards, shipping logistics, device returns, maintenance obligations, and replacement processes shall be detailed in the applicable SOW or Device Order Form if applicable. For rental equipment, additional terms regarding condition standards, reporting requirements, and return procedures shall apply as specified in such documents. Client's compliance with these additional terms is material to this Agreement.

## 6. Service Desk Terms

### 6.1. Support Scope.

Validic provides telephone support including technical troubleshooting, administrative assistance, customer service, and welcome calls. Services are delivered in English unless otherwise specified. Support excludes manufacturer warranty claims, refunds, and inventory management.

### 6.2. Operations.

The Service Desk operates from U.S. facilities and all data is stored and accessed within the United States only. Support hours are normally weekdays in Eastern Standard Time, excluding holidays. A Service Level Agreement shall be outlined in an ordering document if applicable.

### 6.3. Limitations.

Service Desk does not provide emergency response or medical advice. Service Desk personnel are not healthcare providers and cannot assist with medical emergencies or provide medical recommendations. Client must ensure End Users understand these limitations.

## 7. Intellectual Property.

Client acknowledges and agrees that (as between Client and Validic) Validic retains all ownership right, title, and interest in and to the Validic Solution, including without limitation all corrections, enhancements, improvements to, or derivative works thereof (collectively, “Derivative Works”), and in all intellectual property and proprietary rights therein or thereto (“Intellectual Property Rights”). To the extent any Derivative Work is developed by Validic based upon ideas or suggestions submitted by Client to Validic, Client hereby irrevocably assigns all rights to modify or enhance the Validic Solution using such ideas or suggestions or joint contributions to Validic, together with all Intellectual Property Rights related to such Derivative Works without attribution to Client. Nothing contained in these Terms shall be construed to convey to Client (or to any party claiming through Client) any Intellectual Property Rights in or to the Validic Solution other than the limited license rights expressly set forth in these Terms.

## 8. Warranty.

Validic warrants to Client that it shall maintain industry standard virus protection procedures to attempt to ensure that the Authorized Data provided to Client will be free of viruses, worms, contaminants, and other malicious code that was designed to threaten, infect, damage, disable, or shut down or harm Client’s systems.

## 9. DISCLAIMER OF WARRANTY.

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5 OF THESE TERMS, VALIDIC MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE VALIDIC SOLUTION, THE

AUTHORIZED DATA, OR ANY OTHER PRODUCT OR SERVICE PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. VALIDIC DOES NOT MAKE ANY WARRANTY THAT THE USE OF THE VALIDIC SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT IT WILL PROVIDE ANY BACKUP FUNCTIONALITY FOR AUTHORIZED DATA, NOR DOES VALIDIC MAKE ANY WARRANTY WITH RESPECT TO THE ACCURACY OR PERFORMANCE OF THE APPS OR THE ACCURACY OF ANY AUTHORIZED DATA OBTAINED FROM THE APPS OR THAT AUTHORIZED DATA CAN BE USED TO MAKE ANY CONCLUSIONS REGARDING THE HEALTH STATUS OF ANY END USER. NO ORAL INFORMATION OR STATEMENT MADE BY ANY PARTY OR ITS REPRESENTATIVES WILL CREATE ANY SUCH WARRANTY.

## 10. Indemnity.

### 10.1. Validic Indemnity.

Validic shall defend, indemnify and hold harmless Client from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, paid in accordance with a settlement agreement signed by Client or incurred by Client in connection with any third-party (including any Connected User or governmental claim) claim (each, a "Claim") alleging that: (i) Validic failed to comply with its obligations under HIPAA or a material breach by Validic's processing and storage of Authorized Data, except to the extent such claim arises out of or relates to (x) the use of the Validic Solution by Client, and/or Connected Users in a manner not authorized in these Terms, or (y) the failure by Client to comply with its obligations with respect to data under Section 4 of these Terms; and (ii) Client's use of the Validic Solution as permitted hereunder infringes upon any United States patent, copyright or trademark of such third party, or misappropriates the trade secret of such third party (each, an "Infringement Claim"). Notwithstanding the foregoing, Validic shall have no liability or obligation with respect to any Infringement Claim that is based upon or arises out of (1) the use of the Validic Solution in combination with any software or hardware not expressly authorized, recommended or approved by Validic, unless such combination is required for use of the Validic Solution (2) any modifications or configurations made to the Validic Solution by Client and/or Connected Users without the prior written consent of Validic, and/or (3) any action taken by Client and/or Connected Users relating to use of the Validic Solution that is not permitted or authorized under the terms of these Terms.

### 10.2. Client Indemnity.

Client shall indemnify, defend, and hold Validic harmless from and against any and all loss or damage arising out of a third-party claim against Validic (including any Connected User or governmental claim) resulting from Client's (i) use of the Validic Solution by Client and/or Connected Users, or (ii) the failure by Client to comply with the obligations with respect to data under Section 4 of these Terms, except to the extent such claim arises out of or relates to (a) Validic's breach, negligence or intentional misconduct or (b) Validic's failure to comply with its obligations under applicable law in its collection, processing and storage of Authorized Data.

### 10.3. Indemnification Procedures.

Each party's obligation of indemnification is contingent upon the other party promptly notifying in writing the indemnifying party of any such claim, providing the indemnifying party with exclusive control of the defense and/or settlement thereof, and cooperating with the indemnifying party in such defense and/or settlement. The indemnified party shall have the right to employ separate counsel and to participate in (but not control) any such action, but the fees and expenses of such counsel shall be at the expense of the indemnified party.

## 11. Limitations of Liability

### 11.1. No Consequential Damages.

EXCEPT WITH RESPECT TO VALIDIC'S OBLIGATIONS UNDER SECTION 7, IN NO EVENT SHALL VALIDIC, ITS SUPPLIER OR ITS RESELLERS (INCLUDING ) BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION AND THE LIKE) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, EVEN IF VALIDIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 11.2. Limit on Direct Damages.

IN NO EVENT SHALL VALIDIC, ITS SUPPLIER OR ITS RESELLERS (INCLUDING ) BE LIABLE UNDER THESE TERMS OR WITH RESPECT TO THE VALIDIC SOLUTION FOR ANY DIRECT DAMAGES OR OTHER AMOUNT IN EXCESS OF THE CUMULATIVE FEES ACTUALLY PAID BY CLIENT FOR USE OF THE VALIDIC SOLUTION DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY; PROVIDED THE FOREGOING LIMITATION WILL NOT APPLY TO VALIDIC'S OBLIGATIONS UNDER SECTION 7.

## 12. International Use.

Validic warrants that the Solution is suitable for use in the United States. If applicable, these Terms may be amended in writing by both parties in the event additional provisions may be required within a specific country or region.

## 13. Termination.

Either party may terminate performance under these Terms at any time upon written notice to the other party if the other party: (i) breaches any material term herein and fails to cure such breach within thirty (30) days after receiving written notice of such breach from the non-breaching party; (ii) ceases to do business in the normal course, (iii) becomes or is declared insolvent or bankrupt; or (iv) is the subject of any proceeding related to its bankruptcy, liquidation or insolvency (whether voluntary or involuntary) which is not dismissed within ninety (90) calendar days; or (v) makes an assignment of the benefit of



creditors. Without limiting the foregoing, in the event of a breach that gives rise to the right by Validic to terminate these Terms, Validic may elect, as an interim measure, to suspend its performance hereunder (including, without limitation, Client's right to access and use any Validic Solutions) until the breach is cured and all fees shall continue to accrue during the period of such suspension. Validic's exercise of its right to suspend performance shall be without prejudice to its right to terminate these Terms upon written notice to Client.