

## **TERMS OF SERVICE**

Maslow Health Terms of Service

Effective Date: September 17, 2025

Last Updated: September 17, 2025

BY ACCESSING OR USING THE SERVICES, OR BY OTHERWISE COMMUNICATING OR INDICATING YOUR ACCEPTANCE OF THESE TERMS OF SERVICE, YOU AGREE TO THESE TERMS OF SERVICE ON BEHALF OF YOURSELF, AND IF APPLICABLE, ON BEHALF OF THE PRACTICE OR BUSINESS ENTITY, HEALTH CARE PROVIDER, OR HEALTH CARE PRACTICE OR PRACTITIONER THAT YOU REPRESENT OR BY WHOM YOU ARE EMPLOYED OR RETAINED.

If you are an individual using the Services on behalf of, or for the benefit of, any person or entity with which you are associated and identified in the Account (an “**Entity**”) and also known as a Provider, then you are agreeing to this Agreement on behalf of Yourself and such Entity, and you represent and warrant that you have the legal authority to bind such Entity to this Agreement. References to “**you**” and “**your**” in this Agreement refer to both any such Entity, Provider, Team Member and/or Client as applicable as well as the individual accessing or using the Services on behalf of the Entity (including the Account Owner). IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE OR DO NOT HAVE THE AUTHORITY TO AGREE ON BEHALF OF AN ENTITY (IF APPLICABLE), DO NOT ACCESS OR USE THE SERVICES (DEFINED BELOW).

These Terms of Service (referred to herein as “**Agreement**” or “**Terms of Service**”) are a binding contract between you and Maslow Health, Inc. (referred to herein as “**Maslow Health**” or “**Us**”, “**Our**”, or “**We**”). This Agreement shall govern your and the other Team Members’ use of the Services, and your and the other Team Members’ rights and obligations with respect to User Data placed in the Services, as well as your creation of an account through which you and the other Team Members will access the Services (hereinafter, an “**Account**”). By accessing, using, subscribing, purchasing, or downloading the Services, you agree to, and ensure that all other Team Members will, follow and be bound by the following terms and conditions and any other terms and conditions contained in any other agreements you enter into with Us relating to specific Services. If you do not agree with this Agreement, neither you nor the Team Members may use the Services.

### **NOTICE OF ARBITRATION AGREEMENT AND CLASS ACTION WAIVER:**

**THIS AGREEMENT INCLUDES A BINDING ARBITRATION CLAUSE (UNLESS YOU OPT OUT) AND A CLASS ACTION WAIVER, SET FORTH BELOW, WHICH AFFECT YOUR RIGHTS ABOUT RESOLVING ANY DISPUTE WITH US.**

#### 1. Definitions

- “**Account Owner**” means the individual opening an Account on behalf of themselves or the Entity, that has control over the Account settings, preferences and access.
- “**Client**” means a patient of the Entity or healthcare provider.
- “**Client Portal**” means any Maslow Health web application, website and/or Software as a Service (SaaS) Service where Clients, Providers and Team Members can store, receive and export: PHI and Personal Information, including but not limited, to tracking scheduled health care appointments, specific health care provider name, Client information, and condition and treatment related information, to Electronic Health Records (EHRs), as well as securely message between the different categories of Users. and perform and manage other tasks and information related to Clients relationship with the Provider.
- “**Client Profile**” means the record specific to an individual Client and their information that is maintained within the Client’s Account, and as applicable, the Client Portal.
- “**Content**” means any data, content or materials provided through the Services.
- “**Dispute**” will have the broadest meaning possible and means any dispute, action, or other controversy between you and Maslow Health relating to the Services, any transaction or relationship between you and Maslow Health resulting from your use of the Services, communications between you and Maslow Health, or this Agreement – whether in contract, warranty, tort, laws, or regulations.
- “**HIPAA**” means the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act and their implementing regulations as amended from time to time.
- “**Intellectual Property Rights**” means copyrights, trademarks, service marks, trade dress, publicity rights, database rights, patent rights, and other intellectual property rights or proprietary rights recognized by law.
- “**Personal Information**” is information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with an individual or a household, such as a name, email address, IP address, telephone number, and broader categories of information such as professional, educational or health information, commercial information and internet activity.
- “**Protected Health Information**” or “**PHI**” means protected health information as defined by HIPAA’s Privacy Rule found at 45 C.F.R. §160.103.
- “**Provider**” means health care provider, health care practice, academic health center, health care practitioner, and/or counselor.
- “**Services**” means Maslow Health’s technology and software platforms, Websites and any mobile applications, software, and servers.

- “**Team Member**” means you and your employees, agents, and service providers who have been added to the Account and assigned a role by Provider, to perform services on your behalf.
- “**User Data**” means any data or images, without limitation, that User(s) upload, stream or submit to or through the Services, or generated or collected on your behalf from the Services or third parties.
- “**User(s)**” means you, any other member, representative, employee, or authorized person of the practice or Entity, and/or Clients.
- “**Website**” means the websites and other services available from the domain and sub-domains other websites provided to you by Maslow Health.

## 2. Verification for Maslow Health

By accepting this Agreement in connection with an Account, the person acknowledging agreement or assenting to this Agreement represents that they are at least 18 years of age, or the legal age of majority where in the place of residence if that jurisdiction has an older age of majority. You further agree that as a condition to accessing the Services, you will submit to Account and Account Owner verification as required by Maslow Health and provide only true and accurate identification documentation and location information to Maslow Health, or its third party service providers as requested by Maslow Health. You are responsible for the security of any Account verification information, such as email addresses and passwords, including without limitation your Users’ email addresses and passwords. You are responsible for ensuring that Users under the age of 18 years old obtain their parent or legal guardian’s consent to utilize the Services, unless applicable laws allow you to provide care or your services to a minor (under 18 years of age) without such consent. You agree that any Users who are under 13 years old require their parent or legal guardian’s consent to collect their User Data, which consent you are responsible for obtaining, prior to the use by such User of the Services.

## 3. Establishing an Account

You must ensure that you provide accurate, current, and complete information about you and Team Members (“**Registration Data**”) as prompted by the Registration Form and as required to be added in the “Settings” or other page on the Services and use the Account management tools provided to keep your Registration Data accurate, current and complete. Maslow Health will assign an Account name (your “**Account Name**”).

## 4. Accessing your Account

You acknowledge that the Services provided by Maslow Health are United States-based. We make no warranty or representation that any aspect of the Services is appropriate for use outside of the United States or may be used for persons who are not then located inside the United States. Those who access the Services from other locations are responsible for compliance with applicable local

laws. Any Service that is a software is subject to applicable export laws and restrictions. Maslow Health bears no liability or responsibility in connection with Clients who access the Client Portal from any country outside of the United States.

#### 5. Responsibility for Use of Account

You are responsible for all obligations and activities conducted through your Account, including obligations and activities of other Users, and you are responsible for all activities conducted through your email address and are responsible for other Users to whom you grant access to your Account, including your Clients and those you authorize to access your Account on behalf of Yourself or Clients. you agree and agree to cause the other Team Members to agree, to be jointly and severally responsible for compliance with this Agreement. As between you and Maslow Health, you are responsible for all information and User Data that you and other Users input into the Services. In the event that fraud, violation of law, regulation or rule, or conduct that violates this Agreement occurs (whether by you or someone else) that is in any way connected with your Account, We may suspend or terminate your use of the Services and your Account, in our sole discretion and, if applicable, you shall be financially responsible to Maslow Health for the consequences of such use.

#### 6. Selection and Use of Account Password

At the time your Account is created by the Account Owner, the Account Owner must select a password. You are responsible for maintaining the confidentiality of your password. You are responsible for any damages, claims, losses or other harm resulting from disclosure of your password, authorization of the disclosure of your password, or any person's use of your password or your Account and those who gain access to your Account or Account Name. You agree that you will not respond to an online request for a password other than in connection with the log-on process to the Services. Your disclosure of your password to any other person is at your own risk.

Each Client will have their own password linked to their email address. Provider will have one Account linked to a single email and password.

#### 7. Fees and Billing

Maslow Health provides the Services to Provider for a fee and other charges that Provider has previously agreed to or that Provider has been notified. All prices provided to Provider exclude all sales taxes, fees, use taxes, charges, duties, levies and similar governmental charges (“**Sales Taxes**”) imposed on the provision of the Services and all such Sales Taxes shall be borne solely by and paid by Provider to Maslow Health and deemed to be in addition to the fees charged in connection with the Services. Where applicable, Provider shall be responsible for all Sales Taxes and Maslow Health reserves the right to collect Sales Taxes retroactively. We may, at any time, add new services for additional fees and charges, or prospectively modify fees and charges for existing services (including prospectively charging fees for the Services not previously charged for) on notice as provided herein. Provider acknowledges that it is Provider's responsibility to

ensure payment is made in advance for all paid aspects of the Services, and to ensure that your credit or debit cards or other payment instruments accepted by Maslow Health and/or its payment processor, continue to be valid and sufficient for such purposes. We may suspend or terminate Provider's use of the Services and Provider's Client's use of the Services in the event of any payment delinquency. Other services are available from Maslow Health and the agreement with respect to those services and fees due to Maslow Health incorporate by reference this Agreement as well as any specific terms and conditions presented to Provider in agreements for those additional services. Provider will not be entitled to any refund on termination or expiration of the Agreement. All payments once made to Maslow Health have been earned by Maslow Health as of the date of payment. Provider will not be entitled to any refund or credits for the partial use of the Services at any time.

Maslow Health Fees are provided in our Fee Schedule which is incorporated into this Agreement.

## 8. Modification of Service

Maslow Health reserves the right, upon providing notice to you (via email, through posting on the Maslow Health website or through any other reasonable means), to add, modify, discontinue or eliminate aspect(s), features or functionality of the Services from time to time for any reason including without limitation for purposes of compliance with applicable laws and regulations, to effect improvements in security and functionality, to correct errors, or for any other purposes, at its sole discretion.

## 9. User Data

9.1 Ownership in User Data. All User Data is owned by User (the Client or Provider as applicable). In connection with User Data that a User uploads or submits to, or which is created by, the Services, you affirm, represent, and warrant that you own or have all necessary Intellectual Property Rights, licenses, consents, and permissions to use and authorize Maslow Health to use, retain, copy, and process the User Data in connection with the Services and as contemplated by this Agreement, and your provision thereof through and in connection with the Services, are complete and accurate, and are not fraudulent, tortious or otherwise in violation of any applicable law or any right of any third party.

9.2 License to User Data. By uploading or submitting any User Data to or through the Services, and permitting other Users (including, without limitation, Clients) to upload any User Data into the Services, you hereby automatically at such time grant Maslow Health (and its affiliates) a non-exclusive, worldwide, royalty-free, fully paid-up, perpetual, irrevocable, sublicensable (through multiple tiers), and transferable license to use, reproduce, distribute, prepare derivative works of, perform, exploit, monetize and display such User Data (including User Data that is created, collected or generated by the Services or Maslow Health using the User Data Users submit), for the purposes of providing you the Services and further developing, improving, and marketing Maslow Health's products and services (including the Services), it being understood that the results

generated from use for such purposes other than providing the Services shall be de-identified and anonymized, or aggregated in a compilation of data that cannot be used to identify any party, and shall in no way be identifiable with the Entity or any natural person. The foregoing rights and licenses will be exercised in accordance with the Maslow Health Privacy Policies referenced in Section 10 below. You agree that the license includes the right to copy, analyze and use any User Data as Maslow Health may deem necessary or desirable for purposes of debugging, testing, or providing support or development services in connection with the Services and future improvements to the Services. The license granted in this Section is referred to as the “**Service Data License.**” you also acknowledge that the Service Data License granted to Maslow Health with respect to User Data will survive the expiration or termination of your Account. you further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding User Data that you may have under any applicable law under any legal theory.

9.3 Your Responsibilities to User Data. You acknowledge that you are responsible for all User Data you and other Users input into the Services, including changes made to Client progress notes, whether previously locked or unlocked. You hereby acknowledge that the practice of unlocking any previously locked progress notes may be a violation by you and your other Team Members of applicable professional standards and/or applicable law. You understand and agree that you are bound by various laws and regulations, including but not limited to HIPAA, which require that you preserve the availability, accuracy, integrity, and confidentiality of PHI and personally identifiable information. You also acknowledge and agree that all your activity within the Services is automatically logged (including into audit logs), including the unlocking and locking of the progress notes, and that such activity may be audited by regulators or others.

9.5 Additional User Data Restrictions. you may not, and will ensure that other Team Members do not, post, upload, store or share any User Data that:

1. is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or fraudulent;
2. would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any local, state, national or international law;
3. may infringe, misappropriate, or otherwise violate any patent, trademark, trade secret, copyright or other Intellectual Property Right or other proprietary right of any party, or is otherwise protected by Intellectual Property Rights, other proprietary rights (including trade secret or privacy rights), unless you or your Team Members are the owner(s) of such rights or have permission from the rightful owner to upload or submit the User Data and to grant Maslow Health all of the licenses granted herein; or

4. contains any private or Personal Information or PHI of a third party or a Client, without such third party's or Client's consent.

9.5 Additional Rights to User Data. Although Maslow Health has no obligation to screen, edit or monitor User Data, we may delete, remove or suspend the use of User Data at any time and for any reason. By accessing or using the Services, you consent to the processing, transfer and storage of information about you and Users in and to the United States and other countries, where Users may not have the same rights and protections as provided under local law.

#### 9.6 Transfer of User Data and Account Ownership.

1. You agree that you are responsible for the provision of access to User Data and the sharing of User Data amongst those who are Users or those who are retained by you, Clients and any family members thereof, in accordance with applicable law.
2. In the event that any Team Member (who is a natural person) who has access to the Services under the Account dies, becomes incapacitated or otherwise is unable to provide services to any User, then you will be solely responsible for arranging for the transfer of User Data, or modification of access, in compliance with applicable law and this Agreement. This includes, but may not be limited to, providing identity verification or execution of necessary authorizations that may be required by Maslow Health or by applicable regulations or licensing bodies. Such transfer or modification of access will be in compliance with applicable law and Maslow Health's standard policies and procedures.
3. The Entity may replace the Account Owner in accordance with Maslow Health's policies and procedures. If an Account Owner is no longer employed by or authorized to bind the Entity, dies, or otherwise becomes incapacitated, the Entity will notify Maslow Health as set forth below and identify the individual to whom to transfer the Account Owner role in accordance with applicable laws and regulations. If the Entity does not notify and identify a replacement Account Owner to Maslow Health, then Maslow Health may attempt to do so, and if an appropriate individual can be identified, will transfer the Account Owner role to that individual. The appropriate representatives of the deceased or incapacitated will initiate contact with Maslow Health to provide the required documentation to transfer the role of the Account Owner as outlined above. **IT IS RECOMMENDED THAT YOU CREATE CLEAR DIRECTIONS REGARDING ACCESS TO AND TRANSFER OF USER DATA IN THE EVENT OF YOUR DEATH OR INCAPACITATION AND SHARE THESE DIRECTIONS WITH A QUALIFIED AND TRUSTED INDIVIDUAL IN ADVANCE.** Requests for transfer of the Account Owner role, either by you or by an individual legally designated to assume ownership, must be initiated by contacting Maslow Health.
4. You agree that User Data that is PHI may only be accessed by or transferred to an appropriate party, pursuant to HIPAA rules and applicable state regulations.

## 10. Data Privacy

More information about Maslow Health's privacy practices please review our privacy policy located at: [maslow.health/privacy](https://maslow.health/privacy).

In providing you the Services, Maslow Health will not sell any Personal Information contained in User Data. Maslow Health will not retain, use or disclose the Personal Information you provide to Us about your Clients except for the specific purposes permitted under this Agreement, including Section 9.

We will make no use of PHI that is not permitted by this Agreement, the BAA (as defined below) or that is prohibited by applicable law, including but not limited to HIPAA.

It is your responsibility to comply with all applicable privacy and data protection laws and to ensure that you have provided all required notices and obtained all necessary consents (including with respect to third parties access) from Users, and that Users (including without limitation your Clients) have agreed to the collection of User Data (including PHI) and the access of User Data by you, by Maslow Health, and, where applicable, other third parties. Any sample documentation that is provided by Maslow Health for obtaining consent or other information from Users is for illustration only, and you alone (and not Maslow Health) are responsible to ensure that such documentation is adequate and enforceable. Maslow Health does not provide legal, or compliance advice and you are responsible for retaining competent counsel and advisors for these purposes.

In the event that We receive a subpoena, court order, or other legal request compelling the disclosure of any of your Clients' User Data (including PHI) or any of your data or information or any User Data, We will notify you of the existence of such subpoena, court order or other legal request prior to disclosing the PHI or other data or information or any User Data, unless ordered to not do so by a court of competent jurisdiction, requested not to do so by law enforcement, or unless Our legal counsel advises Us that prior notification is not required or in violation of applicable law.

In the event of termination of this Agreement, whether by your cancellation of the Agreement, your breach of this Agreement, or as otherwise provided in this Agreement, there is an export feature in the Services which will enable you to retrieve your User Data contained within the Services prior to the Account termination date. It is your sole responsibility (not Maslow Health's) to manage, maintain, store, or export file or files containing the User Data within the Services to ensure the secure preservation of User Data (including PHI) for you and your Clients pursuant to federal and state law.

For purposes of complying with the requirements of HIPAA to the extent applicable, you and Maslow Health agree to be bound by each of the terms and provisions of the Maslow Health HIPAA Business Associate Agreement (BAA), which can be found at [Maslow.Health/BAA](https://Maslow.Health/BAA) and which is incorporated in full by this reference. If any provision hereof is potentially or actually in

conflict with the provisions of the Business Associate Agreement with respect to the treatment of Protected Health Information, the terms of the Business Associate Agreement shall prevail.

#### 11. Third Party Materials, Service Providers

The Services may incorporate, contain links to, or otherwise allow connections to, third-party websites, servers, and online products, services or environments, including other materials that are not owned or controlled by Maslow Health (“**Third Party Materials**”). You agree that Maslow Health is not responsible or liable for Third Party Materials, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness, or safety of Third Party Materials, or any Intellectual Property Rights therein or thereto. Nothing in this Agreement will be deemed to be a representation or warranty by Maslow Health with respect to any Third Party Materials. Maslow Health has no obligation to monitor Third Party Materials, and Maslow Health may block or disable access to any Third Party Materials (in whole or in part) through the Services at any time. Your use of Third Party Materials is at your own risk and is subject to any additional terms and conditions of use for such Third-Party Services.

Maslow Health may refer names of certain third party service providers (“**Service Providers**”) to you upon your request or in connection with the Services. Any Service Providers referred to you by Maslow Health are not owned or controlled by Maslow Health. You agree that Maslow Health is not responsible or liable in any way for the acts or omissions of any Service Providers, including, without limitation, any negligent, willful or illegal conduct. You further agree to conduct your own investigation and due diligence regarding any Service Providers referred to you by Maslow Health. You agree to defend (at Maslow Health’s option), indemnify and hold harmless Maslow Health from all damages, liabilities, claims, expenses and losses relating to the referral of Service Providers to you.

#### 12. Maslow Health’s Intellectual Property Rights and Limited License Granted to you

12.1 Intellectual Property Rights in Services. you acknowledge and agree that except for the express licenses granted herein, Maslow Health and its licensors retain all of their respective Intellectual Property Rights in and to the Services, including in and to Our trademarks, service marks, trade names, logos, domain names, taglines, and trade dress (collectively, the “**Maslow Health Marks**”). You understand that such Intellectual Property Rights are apart from any rights you may have in User Data you upload or submit to the Services, as discussed above. Copyright, trademark and other laws of the United States and foreign countries protect the Services and the Maslow Health Marks. All proprietary notices and disclaimers that are included in the Services and any Content must be reproduced and not be altered in any way.

12.2 Limited License to Services. Maslow Health hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited, and revocable license to access and use the Services in the United States, in each case expressly conditioned upon you and your Account remaining active, in good standing, and in full compliance with this Agreement.

### 12.3 License Restrictions.

You will not (and will ensure that other Team Members will not):

1. Allow any person or entity not authorized by Maslow Health to use or access the Services;
2. Attempt to copy any ideas, features, functions or graphics contained in the Services;
3. Use the Services in the operation of a service bureau, an application service provider or for any other purpose intended to benefit a party other than you;
4. Alter or modify all or any part of the Services;
5. Sell, assign, sublicense, rent, lease or otherwise transfer all or any part of the Services or any rights in connection therewith;
6. Attempt to translate, disassemble, decompile, reverse assemble, reverse engineer all or any part of the Services or otherwise attempt to derive the source code of the Services, including to design or build a competitive product or service;
7. Impersonate any person or entity without their consent, or otherwise misrepresent your affiliation;
8. Engage in malicious, disruptive, or other conduct that impedes or interferes with other Users' normal use of the Services;
9. Attempt to gain unauthorized access to any other User's account with Maslow Health, password, or User Data; or
10. Launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses, Trojan horses, or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation or performance of the Services. =

12.4 Feedback and other Input. you or other Team Members may provide suggestions, ideas and/or feedback (collectively, "**Feedback**") to Maslow Health or in connection with your or other Team Members' use of the Services regarding the Services or other Maslow Health products or services, including products in research or development. Maslow Health will exclusively own and have title to all Feedback provided by you and other Users, and you hereby irrevocably and perpetually assign (and agree to irrevocably and perpetually assign) all right, title, and interest, including Intellectual Property Rights, in and to such Feedback. The foregoing assignment is made without any duty to account to you or to any other persons or entities.

### 13. Content

13.1 License to Content. With respect to any Content provided by Maslow Health, Maslow Health hereby grants you a limited, non-exclusive, non-transferable license to permit you and your other

Team Members to use such Content solely for use as part of the Services, provided that any fees due in connection with the Services are fully paid to Maslow Health, Such Content may include sample clinical and practice documentation and templates. The prices for access to such Content, if any, are subject to change on notice. All Content accessed or used by you and other Users must be accurately reproduced and cannot be modified, in any way, and all additional proprietary notices and disclaimers that are included in any Content must be reproduced.

13.2 License Restrictions. Except as expressly provided herein, the foregoing license to content, excludes (a) distribution, transfer, sale, lease, license, or the making available of Content or any portion thereof or the data therein or derived therefrom separate and apart from the Services; (b) use or distribution of Content outside the United States; (c) broadcasting, displaying, or making available Content in any unsecured environment or public computer-based information system, including the Internet; and (d) creating derivative works, including translations of Content. you do not acquire any title or proprietary interest in the Content under this Agreement. Use of other copyrighted works not licensed under this Agreement, including other copyrighted works owned by third parties, are subject to separate terms and conditions, and you are responsible for securing the necessary rights for use of other works.

14.6 Maslow Health Enterprise. When you create an account with Maslow Health, you agree to provide Maslow Health information that is accurate, complete, and current, including but not limited to, information with respect to you, your specialties, credentials, calendar and scheduling information, practice and/or business (“Practice Rolodex”). You hereby irrevocably grant Maslow Health a non-exclusive, world-wide, perpetual, royalty-free, assignable, sub-licensable, transferable rights to use this Practice Index for any purpose whatsoever to provide services to you. You also irrevocably grant any other platforms and websites, including third party platforms and websites, the right to access and use the Practice Rolodex to provide services to you.

## 15. Releases

Except to the extent caused by Maslow Health’s gross negligence or willful misconduct, you agree not to hold Maslow Health liable for any User Data, the actions or inactions of you or other Users of the Services or of other third parties. As a condition of access to the Services, and except to the extent arising out of Maslow Health’s gross negligence or willful misconduct, you release Maslow Health (and its officers, directors, shareholders, agents, parents, subsidiaries, and employees) from claims, demands, losses, liabilities and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any Dispute you have or claim to have with one or more other Users of the Services or with other third parties, including whether or not Maslow Health becomes involved in any resolution or attempted resolution of the Dispute. If you are a California resident, you waive California Civil Code Section 1542 (as may be amended). The statute currently provides: “A general release does not extend to claims that the creditor or the releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her

settlement with the debtor or release party.” If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

#### 16. Disclaimer of Express and Implied Warranties

MASLOW HEALTH PROVIDES THE SERVICES, CONTENT, AND YOUR ACCOUNT, STRICTLY ON AN “AS IS” BASIS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO VALUE, EITHER EXPRESS OR IMPLIED, IS GUARANTEED OR WARRANTED WITH RESPECT TO THE SERVICES, ANY CONTENT, OR YOUR ACCOUNT. NOTWITHSTANDING ANY INTELLECTUAL PROPERTY RIGHTS YOU MAY HAVE IN USER DATA OR ANY EXPENDITURE ON YOUR PART, MASLOW HEALTH AND YOU EXPRESSLY DISCLAIM ANY COMPENSABLE VALUE RELATING TO OR ATTRIBUTABLE TO ANY DATA RELATING TO YOUR ACCOUNT RESIDING ON MASLOW HEALTH’S SERVERS. YOU ASSUME ALL RISK OF LOSS FROM USING THE SERVICES ON THIS BASIS.

Maslow Health does not ensure continuous, error-free, secure or virus-free operation of the Services, Content, or your Account, and you understand that you shall not be entitled to refunds or other compensation based on Maslow Health’s failure to provide any of the foregoing other than as explicitly provided in this Agreement. Some jurisdictions do not allow the disclaimer of implied warranties, and to that extent, the foregoing disclaimer may not apply to you.

Maslow Health does not guarantee that by mere use of the Services you will be in compliance with HIPAA or other applicable law, and you understand and agree that you are responsible for maintaining administrative, technical and physical safeguards necessary to ensure the confidentiality, availability, and integrity with respect to your PHI and to otherwise comply with HIPAA and other applicable law.

#### 17. Assumption of the Risk and Specific Indemnity; Limitation of Liability

17.1 Assumption of the Risk and Specific Indemnity. YOU KNOWINGLY AND FREELY ASSUME ALL RISK WHEN USING THE SERVICES AS NO PLATFORM OR SERVICE CAN BE ONE HUNDRED PERCENT ACCURATE, ON-TIME, AND OPERATIONAL OR AVAILABLE AT AT ALL TIMES OR FREE FROM ERROR. THEREFORE, YOU, ON BEHALF OF YOURSELF, YOUR PERSONAL REPRESENTATIVES AND YOUR HEIRS, OR IN THE CASE OF PROVIDERS, A PROVIDER OR ON BEHALF OF THE ENTITY YOU REPRESENT, HEREBY VOLUNTARILY AGREE TO RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND AND INDEMNIFY MASLOW HEALTH AND ITS AFFILIATES FROM ANY AND ALL CLAIMS FOR BODILY INJURY, SUICIDE, PROPERTY DAMAGE, DEATH, WRONGFUL DEATH, EMOTIONAL DISTRESS, OR OTHER DAMAGES OR

HARM, WHETHER TO YOU OR TO THIRD PARTIES, WHICH MAY RESULT FROM ANY ASPECT OF OUR SERVICES OR RELIANCE ON OUR SERVICES.

17.2 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL MASLOW HEALTH OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, EQUITY OWNERS, MANAGERS, SUBSIDIARIES, AGENTS OR LICENSORS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES OR DISGORGEMENT OR COMPARABLE EQUITABLE REMEDY, INCLUDING WITHOUT LIMITATION ANY DAMAGES FOR LOST DATA (INCLUDING USER DATA) OR LOST PROFITS, ARISING (WHETHER IN CONTRACT, TORT, CLAIMS DUE TO PERSONAL INJURY, DEATH OR SUICIDE, STRICT LIABILITY OR OTHERWISE) OUT OF OR IN CONNECTION WITH THE SERVICES (INCLUDING ITS MODIFICATION OR TERMINATION), CONTENT, YOUR ACCOUNT (INCLUDING ITS TERMINATION OR SUSPENSION), OR THIS AGREEMENT, WHETHER OR NOT MASLOW HEALTH HAS BEEN ADVISED THAT ANY SUCH DAMAGES MIGHT OR COULD OCCUR AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT WILL MASLOW HEALTH'S CUMULATIVE LIABILITY TO YOU EXCEED ONE HUNDRED FIFTY DOLLARS (U.S. \$150.00). Some jurisdictions do not allow the foregoing limitations of liability, so to the extent that any such limitation is found to be impermissible, such limitation will not apply to you.

## 18. Indemnification

At Maslow Health's request, you agree to defend, indemnify and/or hold harmless Maslow Health, its officers, directors, shareholders, parents, employees, subsidiaries, and agents from all damages, liabilities, claims, losses, and expenses, including without limitation attorneys' fees and costs, arising from: (i) any breach or alleged breach of this Agreement by you or other Users, including without limitation your representations and warranties relating to User Data; (ii) allegations by any third party that User Data (including the use thereof) is (A) false, intentionally misleading, defamatory, or infringes, misappropriates, or otherwise violates such third party's Intellectual Property Rights, privacy rights, right of publicity, or other proprietary rights; (B) contains material that is unlawful, including illegal hate speech or pornography; (C) exploits or otherwise harms minors; or (D) violates or advocates the violation of any law or regulation; (iii) other claims, losses and causes of action asserted by any Users (including without limitation your Clients); (iii) use of, or activities in connection with, the Services and Content; or (iv) your or other Team Members' negligent, willful or illegal conduct. In any matter subject to the provisions of this Indemnification provisions of these Terms of Service, without the express written consent of Maslow Health, you will not settle any such matter or admit liability if, upon doing so, you are admitting liability or fault on the part of Maslow Health. Maslow Health reserves the right to assume the exclusive

defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Our defense of such claim and provide us with full information in connection therewith.

#### 19. Legal Relationship Between you and Maslow Health; No Third Party Beneficiaries

You acknowledge that your participation in the Services does not make you a Maslow Health employee and that you do not expect to be, and will not be, compensated by Maslow Health for such activities, and you will make no claim inconsistent with these acknowledgements. In addition, no agency, partnership, joint venture, franchise relationship is intended or created by this Agreement. Except as expressly set forth herein, there are no third party beneficiaries, intended or implied, under this Agreement.

#### 20. Suspension and Termination

The Account Owner may terminate this Agreement by closing the Account at any time for any reason. Subject to Maslow Health's Data Privacy obligations, in such event, Maslow Health shall have no further obligation or liability to you under this Agreement or otherwise. You may not pause, suspend or freeze your Account, to stop the elapsing of time on your subscription or term. Maslow Health may, in its sole discretion, provide you with a grace period prior to termination, in the event of a breach or your failure to pay fees and charges, without waiving its rights hereunder to terminate immediately upon such events. We may suspend without notice, or terminate with notice this Agreement (which will result in automatic termination of your Account) or the access of any Team Member to the Services, if We determine in Our discretion that such action is desirable for any reason, or advisable to comply with applicable legal requirements, or to protect the rights or interests of Maslow Health or any third party. Under no circumstances will you be entitled to compensation or a refund for any interruption, suspension or termination, and you acknowledge Maslow Health will have no liability to you or any other Users in connection with any interruption, suspension or termination.

#### 21. Termination of Account or Agreement

21.1 Termination of Licenses. Upon termination or expiration of this Agreement, all licenses granted by Maslow Health to use the Services will automatically terminate, and, all User Data in your Account will be accessible to you no more than sixty-four (64) days after termination or expiration of this Agreement. This time frame is also applicable to trial accounts. The Account Owner is responsible for exporting all Account data and ensuring the secure preservation of PHI for your Clients pursuant to federal and state law, and ethical requirements. During the time frame beginning on termination or expiration of this Agreement, your access to the Services will be limited to downloading your User Data.

21.2 Liability for Unpaid Fees. Upon termination or expiration of this Agreement (which will automatically result in termination of your Account), you will not receive any refund of any

amounts previously paid and you will remain liable for any charges incurred or unpaid amounts owed by you to Maslow Health.

21.3 Survival of Terms. All provisions of this Terms of Service and the Policies, which by their nature are intended to survive the expiration or termination of these Terms and the Policies, shall so survive, including, without limitation, confidentiality and indemnification.

## 22. Government Use and Export Control

22.1 Government Use. If the Service is being used by or on behalf of the United States Government or another governmental entity, then the following provision applies. The Services are “commercial computer software” and/or “commercial computer software documentation” as defined in Federal Acquisition Regulation (48 C.F.R. Chapter 1, or “FAR”) 2.101 or similar law, regulation or provision. In accordance with FAR 12.212, Department of Defense FAR Supplement (“DFARS”) 227.7202, or other similar law, regulation or provision, as applicable, any use, reproduction, release, performance, display or disclosure of the Services and any accompanying documentation by the U.S. government or other governmental entity will be governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement. All terms of this Agreement apply except to the limited extent the U.S. government or other governmental entity is prohibited by federal or other procurement law from agreeing to such terms. If and to the extent any provision in this Agreement is so prohibited, such provision shall be deemed modified only to the extent reasonably necessary to conform to applicable law while giving maximum effect to the Agreement as written.

22.2 Export Controls and Sanctions Compliance. The Services originate in the United States and are subject to United States export control and sanctions laws, including the Export Administration Regulations (“**EAR**”) and the regulations of the U.S. Department of the Treasury’s Office of Foreign Assets Control (“**OFAC**”). The Services may not be directly or indirectly exported or re-exported to: (a) any person or entity to whom the provision of such Services is prohibited under the EAR (including the prohibition on providing items subject to the EAR to anyone on the EAR Entity List or Denied Person List); (b) any country or territory subject to a comprehensive embargo by the United States (currently Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk People’s Republic, and Luhansk People’s Republic regions of Ukraine) without appropriate licensing authority; or (c) any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. Government (including any person or entity identified on OFAC’s list of Specially Designated Nationals (“**SDNs**”) or any entity that is fifty percent (50%) or more owned by one or more SDNs). In addition, the Services may be subject to the import and export laws of other countries. you agree to comply with all United States and foreign laws related to use of the Services.

## 23. Dispute Resolution

IN THE EVENT OF A DISPUTE BETWEEN YOU AND MASLOW HEALTH (INCLUDING ANY DISPUTE OVER THE VALIDITY, ENFORCEABILITY, OR SCOPE OF THIS DISPUTE RESOLUTION PROVISION), OTHER THAN WITH RESPECT TO CLAIMS FOR INJUNCTIVE RELIEF AND DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, THE DISPUTE WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY. **IF YOU DO NOT WANT TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MAY OPT OUT.** IN ORDER TO OPT OUT OF THIS ARBITRATION PROVISION, YOU MUST NOTIFY MASLOW HEALTH IN WRITING THAT YOU DO NOT WANT TO RESOLVE DISPUTES WITH US BY ARBITRATION, AND SUCH NOTICE SHOULD BE DELIVERED BY EMAIL TO [SUPPORT@MASLOW.HEALTH](mailto:SUPPORT@MASLOW.HEALTH) AND MAIL TO 141 SOUTH ROAD, STE 104E, CHAPEL HILL, NC, 27514 WITHIN 30 DAYS OF THE EARLIER OF (A) THE DATE YOU FIRST ACCESS OR USE THE SERVICES; AND (B) THE DATE YOU CLICK OR TAP ANY BUTTON OR BOX MARKED “ACCEPT,” “AGREE,” OR “OK” (OR A SIMILAR TERM) IN CONNECTION WITH THIS AGREEMENT.

The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or Maslow Health that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The arbitrator’s decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against Maslow Health for you.

You agree that this Agreement and the relationship between you and Maslow Health shall be governed by the Federal Arbitration Act and the laws of the State of California without regard to conflict of law principles or the United Nations Convention on the International Sale of Goods. If you opt out of arbitration pursuant to the terms above, then the following jurisdiction and venue provision shall apply: All Disputes arising out of or related to this Agreement for which arbitration does not apply will be subject to the exclusive jurisdiction and venue of the state and federal courts located in the City and County of Los Angeles, California. Notwithstanding this, each party shall still be allowed to apply for injunctive or other equitable relief to protect or enforce that party’s Intellectual Property Rights in any court of competent jurisdiction where the other party resides or has its principal place of business.

24. Class Action Waiver

YOU AGREE THAT ANY PROCEEDINGS TO ARBITRATE, LITIGATE OR OTHERWISE RESOLVE A DISPUTE IN ANY FORUM ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, CONSOLIDATION OF YOUR DISPUTE WITH OTHER ARBITRATIONS, OR ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL ARE NOT PERMITTED AND ARE WAIVED BY YOU, AND AN ARBITRATOR WILL HAVE NO JURISDICTION TO HEAR SUCH CLAIMS. IF A COURT OR ARBITRATOR FINDS THAT THE CLASS ACTION WAIVER IN THIS SECTION IS UNENFORCEABLE AS TO ALL OR SOME PARTS OF A DISPUTE, THEN THE CLASS ACTION WAIVER WILL NOT APPLY TO THOSE PARTS. INSTEAD, THOSE PARTS WILL BE SEVERED AND PROCEED IN A COURT OF LAW, WITH THE REMAINING PARTS PROCEEDING IN ARBITRATION. IF ANY OTHER PROVISION OF THIS DISPUTE RESOLUTION SECTION IS FOUND TO BE ILLEGAL OR UNENFORCEABLE, THAT PROVISION WILL BE SEVERED WITH THE REMAINDER OF THIS SECTION REMAINING IN FULL FORCE AND EFFECT.

#### 25. Assignment of Agreement and Account

you may not assign this Agreement or your Account without Our prior written consent. you may not transfer or sublicense any licenses granted by Maslow Health in this Agreement without Our prior written consent. We may assign this Agreement, in whole or in part, and all related rights, licenses, benefits and obligations, without restriction, including the right to sublicense any rights and licenses under this Agreement without your consent.

#### 26. Integration, Construction, Interpretation of Section Headings and Severability

The agreements, understandings and policies referenced in this Agreement sets forth the entire agreement and understanding between you and Maslow Health with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements or understandings. Maslow Health reserves the right to modify this Agreement at any time upon notification to you. If any future change is unacceptable to you, you should discontinue using the Services. your continued use of the Services will always indicate your acceptance of this agreement and any changes to it.

You acknowledge that no other written, oral or electronic communications will serve to modify or supplement this Agreement, and you agree not to make any claims inconsistent with this understanding or in reliance on communications not part of this Agreement. The section headings used herein, including descriptive summary sentences at the start of each section, are for convenience only and shall not affect the interpretation of this Agreement. All terms defined in the singular will have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in these Terms will be construed as if followed by the phrase “without limitation.” If any provision of this Agreement shall be held by a court of competent jurisdiction to be unlawful, void, or unenforceable, then in

such jurisdiction that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of the remaining provisions.

#### 27. Notices

Maslow Health may provide notice to you and obtain consent from you (1) through the Services, including within your Account; (2) by electronic mail at the electronic mail address associated with your Account; and/or (3) by written mail communication to you at the address associated with your Account. You must submit all notices required or permitted under this Agreement to Maslow Health Inc, 141 South Road, STE 104E, Chapel Hill, NC, 27514 and by email to [support@maslow.health](mailto:support@maslow.health)

#### 28. Governing Law; English Language

You agree that: (a) the Services shall be deemed solely based in Orange County, North Carolina (where we have our headquarters), and (b) the Services shall be deemed passive which does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Orange County, North Carolina. These Terms, our Privacy Policy, and the Maslow Health Agreements are governed by the laws of the State of Delaware and of the United States of America, and without regard to conflicts of law principles. In the event of a conflict between these Terms and a foreign language version of the Terms, the English language version of these Terms shall govern. All disputes, claims and causes of action (and related proceedings) will be communicated in English.

#### 29. Conflict between Maslow Health Agreements: Order of Precedence

In the event of any conflict between the agreements between Provider and Us whether incorporated by reference by this Terms of Service or otherwise, the order of precedence shall be as follows: (i) any specific agreement that modifies, amends or appends this Terms of Service, but only to the extent that the such term or provision does not cause a violation of HIPAA or other applicable regulations or laws, (ii) the BAA and (iii) these Terms of Service (collectively, the “**Maslow Health Agreement**”).

#### 30. Consent to Electronic Communications

We provide Users information by email or posting through the Services. These emails include account or identity verification emails, billing, Terms of Service, Privacy Policy and other terms or policy updates, instructional or training information regarding the Services, Services update information, marketing, promotional and survey communications from us. You acknowledge and agree that by using the Services and agreeing to this Agreement, you will receive the aforementioned types of communication from Maslow Health. You have the right to opt out of marketing, promotional and survey communications, but YOU EXPRESSLY WAIVE THE RIGHT TO OPT OUT OF ALL OTHER COMMUNICATIONS PERMITTED BY APPLICABLE LAW. PROVIDER IS RESPONSIBLE FOR OBTAINING EITHER CONSENT OR OPT-OUT

EMAIL, TEXT MESSAGES OR OTHER COMMUNICATION FROM CLIENT IN THE EVENT THAT SUCH CLIENT OPTS OUT OF RECEIVING SUCH COMMUNICATIONS.