

Move Health

Master Service Agreement · Version msa-2025-01-22 · Published and in effect January 22, 2025
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Master Service Agreement

Last updated 01-22-2025. Effective between you and Move Health, LLC, an Indiana Limited Liability Company with offices at 401 SE 6th St, Ste 205, Evansville, IN 47713 ("Move Health"), as of the date you accepted this Agreement (the "Effective Date").

This agreement describes the relationship between Move Health, LLC ("Move Health") and its customers. By accepting this agreement, either by indicating your acceptance or by executing an order form that references this agreement, you agree to the terms (the "Terms") of this agreement and will be referred to as "You" or "Customer" in this agreement. This page describes and sets forth the general legal terms governing the relationship between the parties (collectively, the "Agreement").

If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms "You" and "Customer" shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and may not use Move Health's Services.

1. Definitions

1.1 Access Protocols means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer and Personnel to access the Move Health Offering.

1.2 Reports/Materials means results, final assessments, reports, materials and documentation made available to Customer as part of the Services.

1.3 Clients mean the clients of Customer who are authorized by Customer to access the Move Health Offering and use the Services pursuant to Customer's rights under this Agreement.

1.4 Customer Data means all data and information submitted to Move Health by or on behalf of Customer, its Personnel, and/or Clients.

1.5 Move Health Offering means Move Health's proprietary technology, access to licensed and certified agents for guidance and enrollment, healthcare planning software-as-a-service toolkits, and any enhancements, modifications, and improvements thereto.

1.6 Documentation means the technical materials provided by Move Health to Customer in hard copy or electronic form describing the use and operation of the Move Health Offering.

1.7 Personnel means employees and subcontractors of Customer, including financial advisors.

1.8 Services means any services provided by Move Health to Customer or Clients under this Agreement, including, but not limited to, provision of the Move Health Offering, as further described in this Agreement.

2. Move Health Offering

2.1 Access to Move Health Offering. Subject to Customer's payment of the fees set forth in the applicable order form, as may be updated from time to time by Move Health upon notice to Customer ("Fees"), Move Health will provide Customer with access to the Move Health Offering. On or as soon as reasonably practicable after the Effective Date, Move Health will provide to Customer the necessary passwords, security protocols and policies and network links or connections and other Access Protocols necessary to allow Customer and Personnel to access the Move Health Offering in accordance with this Agreement and the Documentation. Customer will use commercially reasonable efforts to safeguard, and ensure all Personnel safeguard, their Access Protocols and prevent unauthorized access to, or use of, the Move Health Offering, and notify Move Health promptly of any such unauthorized use known to Customer.

2.2 Grant of Rights. Subject to the terms and conditions of this Agreement, Move Health grants to Customer a non-exclusive, non-transferable (except as permitted under Section 11.5) right during the Term, for Customer's internal business purposes, (a) to access and use the Move Health Offering in accordance with the Documentation; and (b) to use and reproduce a reasonable number of copies of the Documentation and the Reports/Materials solely to support Customer's use of the Move Health Offering. Customer may permit any Client to access and use certain features and functions of the Move Health Offering for the purpose of assisting Customer to provide healthcare planning solutions to Clients. Customer acknowledges and agrees that each Client is required to electronically agree to Move Health's standard terms of service agreement prior to accessing and/or using any Move Health Offering.

2.3 Restrictions. Customer will not, and will not permit any Personnel, Client or other party to: (a) allow any third party to access the Move Health Offering, Reports/Materials or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the Move Health Offering, Reports/Materials or Documentation; (c) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the Move Health Offering or Documentation for the benefit of any unauthorized third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine the source code of the Move Health Offering, except as permitted by law; (e) interfere with the operation of the Move Health Offering or the hardware and network used to operate it; (f) modify, copy or make derivative works based on any part of the Move Health Offering or Documentation; (g) access or use the Move Health Offering to build a similar or competitive product or service; (h) attempt to access the Move Health Offering through any unapproved interface; or (i) otherwise use the Move Health Offering, Reports/Materials or Documentation in a manner that exceeds the scope of use permitted under Section 2.2 or is

inconsistent with applicable law, the Documentation, or this Agreement. The Move Health Offering will not be used, and is not licensed for use, in connection with any of Customer's time-critical or mission-critical functions. Customer will not remove, alter, or obscure any proprietary notices of Move Health or its licensors on the Reports/Materials or any copies thereof.

2.4 Open Source Software. Certain items of software may be provided to Customer with the Move Health Offering and are subject to "open source" or "free software" licenses ("Open Source Software"), some of which is owned by third parties. Each item of Open Source Software is licensed under the terms of the end-user license that accompanies it, and nothing in this Agreement limits or supersedes those terms. If required by any applicable license, Move Health makes such Open Source Software, and its modifications to it, available by written request at the notice address specified below.

2.5 Hosting. Move Health will, at its own expense, provide for the hosting of the Move Health Offering, provided that nothing herein requires Move Health to provide, or bear any responsibility for, any telecommunications or computer network hardware required by Customer or any Client to access the Move Health Offering from the Internet.

3. Professional Services

3.1 Support Services. Move Health will exercise commercially reasonable efforts to (a) provide support for the use of the Move Health Offering to Customer, Personnel and Clients, and (b) keep the Move Health Offering operational and available to Customer, in each case in accordance with its standard policies and procedures.

3.2 Non-solicitation. During the Term of this Agreement and for a period of twelve (12) months thereafter, neither party shall, directly or indirectly, solicit, hire, or induce for employment or engagement any person who performed work under this Agreement who is then employed or engaged by the other party.

4. Intellectual Property

4.1 Ownership. The Move Health Offering, Reports/Materials and Documentation, and all worldwide Intellectual Property Rights in each, are the exclusive property of Move Health and its suppliers. All rights not expressly granted to Customer in this Agreement are reserved by Move Health and its suppliers.

4.2 Customer Data. As between the parties, Customer owns all Customer Data. Customer grants Move Health a non-exclusive, non-sublicensable, non-transferable right and license to (a) copy, distribute, display, create derivative works of and use the Customer Data to perform the Services, and (b) during and after the Term, use the Customer Data in an aggregated and anonymized form to improve the Services, provide analytics and benchmarking, and generate and disclose usage statistics — provided no Customer-only statistics are disclosed to third parties without Customer's consent.

Move Health is obligated to retain all data related to health policies initiated by Clients under this Agreement for the duration required by applicable regulations of CMS (Centers for Medicare & Medicaid Services) and HHS (Department of Health and Human Services). Such retention will be limited to fulfilling regulatory compliance and audit requirements. Move Health is also authorized to use data related to health policies to provide ongoing support for the administration and servicing of enrolled coverage — including claims assistance, policy updates, and customer inquiries — and to facilitate renewals or modifications of existing coverage, in each case limited to the scope necessary to support the Client's health policy lifecycle. These obligations survive the termination or expiration of this Agreement.

4.3 Reports/Materials. Move Health grants Customer a perpetual, royalty-free, fully-paid, nonexclusive, non-transferable, non-sublicensable license to use the Reports/Materials solely for internal business purposes and client presentation.

4.4 Feedback. Customer assigns to Move Health all rights to any suggestions, feature requests, recommendations or other feedback relating to the Services ("Feedback"), and Move Health may use such Feedback in any manner it deems appropriate without identifying Customer or Personnel as its source.

5. Fees and Expenses

5.1 General. Customer will pay Move Health the applicable Fees in accordance with the payment terms specified in an order form or pricing order. Customer will maintain complete, accurate and up-to-date billing and contact information at all times. If payment is not received by the due date, Move Health may (i) charge interest on past due amounts at 1.5% or the highest rate allowed by law, whichever is less, plus expenses of recovery including reasonable attorneys' fees, (ii) suspend Customer's access until overdue amounts are paid in full, and (iii) terminate the applicable order form. Invoices are due within thirty (30) days of receipt.

5.2 Initial Subscription Term. Except as otherwise provided in the applicable order form, Fees during the Initial Subscription Term are fixed as a baseline amount of Client Accounts and charged upon execution of the order form.

5.3 Additional Accounts. Move Health sells Client Accounts on a per-user basis; if Customer adds Accounts beyond the purchased number, Move Health may collect fees for those Accounts at the price set in the pricing order.

5.4 Renewal Subscription Term. Fees for any renewal term are subject to up to a 7% increase above prior pricing, unless Move Health provides notice of different pricing at least 30 days before renewal, and are invoiced approximately 30 days prior to the start of each subsequent term.

5.5 Taxes. Fees are exclusive of all applicable taxes, duties, and similar charges, which are Customer's responsibility (other than taxes on Move Health's income). Payments will be made free and clear of withholding taxes, which remain Customer's sole responsibility.

6. Warranties and Disclaimers

6.1 General Representations. Each party represents that it is duly organized and in good standing, that performance of this Agreement will not conflict with applicable law, and that this Agreement will be a valid and binding, enforceable obligation.

6.2 Compliance with Laws. Customer will use the Services in accordance with all applicable laws, rules and regulations.

6.3 Warranty Disclaimer. Except as expressly provided in the Agreement, neither party makes any warranties of any kind, express or implied, including any implied warranty of merchantability, fitness for a particular purpose, title, non-infringement, or quiet enjoyment. Move Health does not warrant that the Services will be accurate, uninterrupted, or error-free.

6.4 Not Intended as Medical Advice. The information obtained through the Services, including services rendered by Move Health's employees or contractors to Customer's Clients, is not intended as medical advice and is not intended to diagnose, treat, cure or prevent any disease or medical condition. It should not be interpreted as a replacement for medical advice from a Client's healthcare provider, and Clients should not delay obtaining medical advice or treatment due to any information obtained through the Services.

7. Limitation of Liability

7.1 Types of Damages. Neither party, nor its contractors, agents or employees, will be liable to the other for any incidental, indirect, special, consequential or punitive damages, regardless of the nature of the claim, including lost profits, costs of delay, business interruption, or costs of lost or damaged data, even if advised of the possibility of such damages.

7.2 Amount of Damages. The maximum liability of either party, together with its contractors, agents and employees, arising out of or connected to this Agreement, will not exceed the Fees paid by Customer to Move Health during the twelve (12) months preceding the event giving rise to the liability. Nothing in this Agreement limits or excludes either party's liability for gross negligence, intentional misconduct, or death or personal injury.

7.3 Basis of the Bargain. These limitations of liability survive any failure of consideration or of an exclusive remedy, and form an essential basis of the bargain between the parties.

8. Confidentiality

"Confidential Information" means any nonpublic information of a party that is identified as confidential, or that the receiving party knows or should know is confidential or proprietary. It excludes information that is already known without obligation of confidentiality, independently developed, publicly known without breach of this Agreement, or lawfully received from a third party without such obligation. The receiving party will not use or disclose Confidential

Information except as expressly authorized, and will protect it with the same degree of care it uses for its own confidential information, but no less than a reasonably prudent business would exercise. Move Health may disclose Customer Data to employees and contractors in order to provide the Services. Confidential Information may be disclosed pursuant to law, legal process or government regulation, after notice to the disclosing party where legally permissible. The Move Health Offering, Reports/Materials and Documentation are Confidential Information of Move Health; Customer Data is Confidential Information of Customer.

9. Indemnification

9.1 By Move Health. Move Health will defend, at its expense, any suit against Customer based on a claim that the Move Health Offering infringes a third party's U.S. patent, copyright or trade secret rights, and will pay any resulting settlement or damages. If the Move Health Offering becomes, or is likely to become, subject to such a claim, Move Health may procure continued rights for Customer, replace or modify the offering to be non-infringing, or terminate the Agreement and refund unused prepaid Fees. This obligation does not apply to claims arising from use not in accordance with this Agreement, use combined with other products not supplied by Move Health, or modification by anyone other than Move Health. This Section states Customer's sole and exclusive remedy for infringement claims.

9.2 By Customer. Customer will indemnify, defend and hold harmless Move Health and its officers, directors, agents, contractors and employees from damages, liabilities, penalties, costs and expenses (including attorneys' fees) arising from any third-party claim relating to an exclusion under 9.1, Move Health's use of Customer Data in accordance with this Agreement, or the negligent acts, omissions or willful misconduct of Customer, Clients or Personnel.

9.3 Procedure. The indemnified party will promptly notify the indemnifying party of any claim, the indemnifying party will control the defense or settlement (subject to the indemnified party's consent unless fully released from liability), and the indemnified party will cooperate in the defense or settlement.

10. Term and Termination

10.1 Term. This Agreement commences on the Effective Date and continues for an initial term of one (1) year (the "Initial Term"), automatically renewing for successive one (1) year terms (each a "Renewal Term") unless either party gives notice of non-renewal at least thirty (30) days before the end of the then-current term.

10.2 Termination for Breach. Either party may terminate for cause on thirty (30) days' written notice of a material breach that remains uncured (or immediately if not curable), or immediately if the other party becomes subject to bankruptcy, insolvency, receivership, or an assignment for the benefit of creditors. Move Health may also terminate or suspend Services if Customer fails to pay amounts due and such failure continues more than ten (10) days after written notice.

10.3 Effect of Termination. Upon termination or expiration, all licenses and rights granted hereunder immediately terminate, each party will return the other's Confidential Information (except as required to fulfill regulatory, legal, or service-related obligations under Section 4.2), and any amounts owed to Move Health become immediately due and payable. Move Health's obligations regarding retention and use of health-policy data for CMS/HHS compliance and servicing enrolled coverage survive termination, as do Sections 4 (Intellectual Property), 7 (Limitation of Liability), 8 (Confidentiality), 9 (Indemnification), and 10.3.

11. Miscellaneous

11.1 Governing Law and Venue. This Agreement is governed by the laws of Indiana, without reference to conflicts of laws principles. Both parties agree that any action relating to this Agreement will be brought exclusively in Vanderburgh County, Indiana, and both parties irrevocably consent to the jurisdiction of the state and federal courts located in Evansville, Indiana, each waiving any objection based on improper venue or forum non conveniens. The UN Convention on Contracts for the International Sale of Goods does not apply.

11.2 Publicity. Customer agrees that Move Health may refer to Customer as a client and use Customer's name and logo on vendor lists, press releases, blog posts, advertisements, and its website.

11.3 Export. Customer agrees not to export or transfer U.S. technical data acquired from Move Health, or products utilizing such data, in violation of U.S. export laws or regulations.

11.4 Severability. If any provision is held invalid or unenforceable, the remaining provisions remain enforceable, and the invalid provision will be deemed modified to be valid and enforceable to the maximum extent permitted by law.

11.5 Waiver. A waiver or failure to enforce any provision on one occasion is not a waiver of that or any other provision on any other occasion.

11.6 No Assignment. Neither party may assign, subcontract, delegate or transfer this Agreement without the other party's prior written consent, except that either party may assign it in connection with a merger, acquisition, reorganization, or sale of substantially all of its assets. This Agreement binds the parties' successors and permitted assigns.

11.7 Force Majeure. Delay in performance (other than payment of Fees) is not a breach if caused by labor disputes, shortage of materials, fire, earthquake, flood, or other events unforeseeable and beyond a party's control, provided the delayed party uses reasonable efforts to notify the other party and resume performance promptly.

11.8 Independent Contractors. The parties are independent contractors; this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship.

11.9 Notices. All notices must be delivered in writing — if to Move Health, by emailing info@movehealth.io, and if to Customer, by emailing the Customer point of contact listed on the applicable order form — provided that notices relating to breach or termination will also be sent by courier, certified/registered mail, or a nationally-recognized express mail service.

11.10 Counterparts. This Agreement may be executed in one or more counterparts, each deemed an original and all together deemed one instrument.

11.11 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties on its subject matter and supersedes all prior discussions. No modification or waiver is effective unless in writing and signed by authorized signatories of both parties.

11.12 Changes. Move Health reserves the right to alter the terms of this Agreement at any time. Customer agrees to periodically review the latest version on Move Health's website; continued use after alteration constitutes acceptance of the changes. Customer's sole remedy if it disagrees with an altered Agreement is to cease use of the Move Health Offering and comply with its termination obligations.

Contact Us

Questions about this Agreement? Reach us at info@movehealth.io, or by mail at Move Health, LLC, 401 SE 6th St, Ste 205, Evansville, IN 47713.