

Move Health

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Master Service Agreement

Move Health, LLC

Last updated: October 19, 2026 · Version msa-2026-10-19

This Agreement governs the relationship between Move Health, LLC (“Move Health”) and its customers. By accessing or using the Move Health platform or Services, or by indicating your acceptance of this Agreement or executing an Order Form that references this Agreement, you agree to be bound by the terms of this Agreement (the “Terms”) and will be referred to as “You” or “Customer.” This Agreement sets forth the general legal terms governing the relationship between Move Health and Customer.

This Agreement, including its Terms, was last updated on **October 19, 2026**. It is 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”).

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.

You agree as follows:

1. Definitions

Capitalized terms will have the meanings set forth in this Section 1, or in the section where they are first used.

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” means the individuals or households referred or otherwise authorized by Customer to access the Move Health Offering and/or receive Services from Move Health pursuant to Customer’s rights under this Agreement (each, a “Client”). Clients may interact directly with Move Health personnel and may receive healthcare planning guidance, coverage education, enrollment assistance, and ongoing support directly from Move Health.

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 healthcare planning technology platform, including its healthcare cost intelligence, analysis, planning, reporting, client engagement, and related software functionality, together with access to Move Health’s licensed health plan advisors and other personnel who provide healthcare planning guidance, enrollment support, and ongoing support services.

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 the services provided by Move Health to Customer and/or Clients under this Agreement, including access to the Move Health Offering, healthcare planning and cost analysis, healthcare coverage education and guidance, plan comparison and evaluation, enrollment assistance, and ongoing support relating to health insurance and Medicare coverage, as applicable to the Customer and its Clients.

1.9. “Sensitive Customer Data” means Customer Data that includes personal information, health-related information, insurance information, financial information, or other information that is subject to heightened protection under applicable law.

1.10. “De-Identified Data” means data that has been de-identified in accordance with the standard set forth at 45 C.F.R. § 164.514(a)-(b) (the HIPAA Safe Harbor method or expert determination method), such that it does not identify and provides no reasonable basis to identify an individual.

1.11. “Security Incident” means a confirmed unauthorized access to, acquisition of, use of, or disclosure of Customer Data maintained by Move Health that materially compromises the security, confidentiality, or integrity of such Customer Data. Security incidents do not include unsuccessful attempts or events that do not result in unauthorized access to Customer Data.

1.12. “Order Form” means an ordering document, pricing schedule, or other written document executed or otherwise accepted by the parties that identifies the Services, applicable Fees, quantities, Subscription Term, or other commercial terms applicable to Customer’s purchase of Services under this Agreement. An Order Form may be executed electronically.

1.13. “Change Order” means a written amendment or supplemental ordering document that modifies, adds to, or expands the Services, Fees, quantities, Subscription Term, or other

commercial terms set forth in an existing Order Form.

1.14. “Change Notice” means written notice provided by Move Health to Customer describing a proposed change to the Services, Fees, quantities, or other applicable commercial terms. A Change Notice may be provided by email to Customer’s designated Point of Contact.

1.15. “Effective Date of Change” means the date specified in an applicable Order Form, Change Order, or Change Notice on which the applicable change becomes effective.

2. Move Health Offering

2.1. Access to Move Health Offering. Subject to Customer’s payment of the applicable fees set forth in the applicable Order Form, as they may be modified in accordance with Sections 5.4 and 5.6 (“Fees”), Move Health will provide Customer with access to the Move Health Offering. An Order Form may include a pricing schedule or a pricing page within the Move Health platform that Customer accepts electronically. 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 safeguards, 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 13.6) right during the Term (as defined below), 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 or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Move Health Offering, except as permitted by law; (e)

interfere in any manner with the operation of the Move Health Offering or the hardware and network used to operate the Move Health Offering; (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 any manner that exceeds the scope of use permitted under Section 2.2 or in a manner inconsistent with applicable law, the Documentation, or this Agreement. Customer acknowledges and agrees that the Move Health Offering will not be used, and are 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 (including copyright and trademark 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 the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Section 11. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, Move Health makes such Open Source Software, and Move Health's modifications to that Open Source Software, 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 will be construed to require Move Health to provide, or bear any responsibility with respect to, 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. Subject to the terms and conditions of this Agreement, Move Health will exercise commercially reasonable efforts to (a) provide support for the use of the Move Health Offering to Customer, Personnel and Clients, (b) provide healthcare planning guidance, enrollment support, and ongoing support services to Clients, as applicable, and (c) 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, in any manner solicit, hire, or induce for employment or engagement any person who performed any work under this Agreement who is then in the employment or engagement of the other party, or who was so employed or engaged within the six (6) months preceding such solicitation. The foregoing restriction shall not prohibit

general solicitations of employment not specifically directed at such persons (including general advertising and the use of third-party recruiters not directed at such persons), or the hiring of any person who responds to such a general solicitation.

3.3. Client Relationship; Continued Servicing. (a) When a Client obtains health insurance or Medicare coverage with Move Health's assistance, Move Health or its licensed personnel may serve as the Client's agent or broker of record and may owe obligations to the Client, the applicable carrier, and regulators that exist independently of this Agreement. (b) Upon any expiration or termination of this Agreement, Move Health will continue to service coverage that is in force for Clients enrolled through the Services, including assistance with renewals, coverage changes, and coverage questions, for so long as such coverage remains in force and Move Health remains the Client's agent or broker of record, without additional Fees to Customer. This obligation ends for a Client if the Client elects to change agents or carriers or asks Move Health to stop. Customer will not take action intended to interfere with such servicing, provided that nothing in this Agreement limits any Client's right to choose or change agents, brokers, or carriers. (c) During the Term and thereafter, Move Health will not use Client information obtained through the Services to solicit any Client for investment advisory, securities brokerage, financial planning, or other financial services. Move Health's servicing of a Client's coverage, and its communications reasonably related to the Client's health insurance and Medicare coverage, are not solicitations for purposes of this Section 3.3(c).

3.4. Insurance Licensing and Compensation. (a) The Fees are paid for access to the Move Health Offering and for healthcare planning, education, and support services. The Fees are not paid for, and are not contingent on, the sale, solicitation, or placement of any insurance product. (b) Move Health may receive compensation from insurance carriers for coverage that Clients obtain with Move Health's assistance. Move Health will not share any insurance commission or other carrier compensation with Customer or its Personnel, and Customer will not request or accept any such compensation, directly or indirectly. (c) Insurance solicitation, recommendations of specific plans, and enrollment are performed only by Move Health's appropriately licensed personnel. Unless separately licensed and acting within that license, Customer and its Personnel will not solicit, sell, negotiate, or recommend specific insurance products, will not hold themselves out as acting on Move Health's behalf in insurance matters, and will describe Move Health's Medicare-related services to Clients only using materials Move Health has approved.

4. Intellectual Property

4.1. Ownership. The Move Health Offering, Reports/Materials and Documentation, and all worldwide Intellectual Property Rights in each of the foregoing, are the exclusive property of Move Health and its suppliers. All rights in and to the Move Health Offering, Reports/Materials and Documentation not expressly granted to Customer in this Agreement are reserved by Move Health and its suppliers. Except as expressly set forth herein, no express or implied license or

right of any kind is granted to Customer regarding the Move Health Offering, Reports/Materials, Documentation, or any part thereof.

4.2. Customer Data. As between the parties, Customer owns all Customer Data. Customer hereby grants to Move Health a non-exclusive, non-sublicensable (except to Move Health's subcontractors and service providers as necessary to provide the Services), non-transferable right and license to (a) copy, distribute, display, create derivative works of and use the Customer Data to perform the Services for Customer and Clients, and (b) during and following the expiration or termination of the Term, use the Customer Data solely in the form of De-Identified Data to: (i) improve the Services and Move Health's related products and services; (ii) provide analytics and benchmarking services; and (iii) generate and disclose statistics regarding use of the Services, provided, however, that no Customer-only or Client-only statistics will be disclosed to third parties without Customer's consent. Move Health's rights under subsection (b) are limited to De-Identified Data, and Move Health will not attempt to re-identify any such data. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Move Health regarding the Customer Data, or any part thereof. Customer and Client shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data.

Move Health may retain information relating to insurance policies, enrollments, and related services for as long as necessary to provide ongoing servicing, support renewals or modifications, satisfy legal, regulatory, audit, compliance, or record-retention requirements, or otherwise fulfill obligations applicable to Move Health.

Where applicable law or regulatory requirements require Move Health to retain information after termination of the Agreement or a Client's relationship with Customer, Move Health may retain such information for the required period and will limit its use to the purposes permitted by applicable law, including regulatory compliance, audit, legal obligations, and servicing or administration of the applicable insurance coverage.

These retention rights survive termination of this Agreement.

4.3. Reports/Materials. Subject to the terms and conditions of this Agreement, Move Health grants Customer a perpetual, royalty-free, fully-paid, nonexclusive, non-transferable (except as permitted under Section 13.6), non-sublicensable license to use the Reports/Materials solely for internal business purposes and client presentation.

4.4. Feedback. Customer hereby assigns to Move Health all rights to any suggestions, feature requests, recommendations or other feedback provided by Customer, including Personnel, relating to the Services ("Feedback") and agrees that Move Health shall have the right to use such Feedback in any manner it deems appropriate. Move Health will not identify Customer or Personnel as the source of any such Feedback.

4.5. Client Information; Notices and Consents. Customer represents and warrants that it has provided all notices and obtained all consents and authorizations required by applicable law, including the Gramm-Leach-Bliley Act, Regulation S-P, applicable state privacy laws, and Customer's own privacy notices, to disclose Client information to Move Health and to permit Move Health to use it as described in this Agreement. Before referring a Client, Customer will inform the Client that Move Health, a licensed insurance agency, will receive the Client's information and may contact the Client about healthcare planning and coverage. Move Health is responsible for obtaining and documenting any consent required under the Telephone Consumer Protection Act and other applicable telephone, text message, email, and telemarketing laws before contacting a Client by those means, and for honoring Client opt-out and do-not-call requests.

5. Fees and Expenses

5.1. General. In consideration for the access rights granted to Customer and the Services performed by Move Health under this Agreement, Customer will pay to Move Health the applicable Fees, in accordance with the payment terms specified in the applicable Order Form. Customer will maintain with Move Health complete, accurate and up-to-date Customer billing and contact information at all times. If payment is not received by the due date, Move Health reserves the right to (i) charge interest on past due amounts at one and a half percent (1.5%) per month or the highest interest rate allowed by law, whichever is less, and to charge all expenses of recovery (including reasonable attorneys' fees), (ii) suspend Customer's access to the Move Health Offering until overdue amounts are paid in full, including any interest assessed on the overdue amounts, and (iii) terminate the applicable Order Form. Unless the applicable Order Form specifies different payment terms, payment for all invoices is due within seven (7) days of Customer's receipt of the applicable invoice.

5.2. Initial Term. Except as otherwise provided in the applicable Order Form, the Fees during the Initial Term shall be (i) the subscription fee for Customer set forth in the applicable Order Form and (ii) charged or invoiced upon execution of such Order Form.

5.3. Authorized Users. The subscription fee is based on the number of Personnel authorized to access the Move Health Offering, as set forth in the applicable Order Form. If Customer authorizes additional Personnel beyond that number, Move Health may adjust the subscription fee for the remainder of the Subscription Term as provided in the applicable Order Form.

5.4. Renewal Term. Except as otherwise provided in the applicable Order Form, Fees for any Renewal Term shall be: (i) subject to up to a seven percent (7%) increase above the applicable pricing in the prior Subscription Term, unless Move Health provides notice of different pricing at least thirty (30) days prior to the applicable Renewal Term; and (ii) invoiced approximately thirty (30) days prior to the start of each Renewal Term.

5.5. Taxes. The Fees are exclusive of all applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, and

Customer will be responsible for payment of all such taxes (other than taxes based on Move Health's income), fees, duties, and charges and any related penalties and interest, arising from the payment of the Fees, the provision of the Services, or the license of the Move Health Offering to Customer. Customer will make all payments of Fees to Move Health free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of Fees to Move Health will be Customer's sole responsibility, and Customer will provide Move Health with official receipts issued by the appropriate taxing authority, or such other evidence as Move Health may reasonably request, to establish that such taxes have been paid.

5.6. Changes to Service; Additional Services. Customer may request additional Services, authorized Personnel, features, functionality, or other offerings from Move Health from time to time. Any such addition, expansion, or other change that results in additional Fees or materially changes the scope of the Services will be documented in an applicable Order Form, Change Order, or other written agreement accepted by the parties. Unless otherwise specified in the applicable Order Form or Change Order, such document will be governed by and incorporated into this Agreement.

Move Health may provide Customer with a Change Notice describing any proposed change, including the applicable Fees, quantities, Services, or Effective Date of Change. No change that results in additional Fees or materially changes Customer's obligations will become binding on Customer unless Customer has accepted the applicable Order Form, Change Order, or other written agreement in writing or through an electronic acceptance process made available by Move Health.

Unless otherwise specified in the applicable Order Form or Change Order, additional Services or authorized Personnel will be billed at Move Health's then-current applicable rates beginning on the Effective Date of Change.

6. Warranties and Disclaimers

6.1. General Representations. Each party represents and warrants that: (a) as of the Effective Date and throughout the Term, it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; (b) that the execution and performance of the Agreement, or use of the Services, will not conflict with or violate any provision of any law having applicability to such party; and (c) that the Agreement, when executed and delivered, will constitute a valid and binding obligation of such party and will be enforceable against such party in accordance with its terms.

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, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND QUIET ENJOYMENT. MOVE HEALTH DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS, THAT THE SERVICES WILL BE ACCURATE, WITHOUT INTERRUPTION, OR ERROR-FREE.

6.4. NOT INTENDED AS MEDICAL ADVICE. YOU ACKNOWLEDGE THAT THE INFORMATION OBTAINED THROUGH THE SERVICES, INCLUDING WITHOUT LIMITATION SERVICES RENDERED BY MOVE HEALTH, ITS EMPLOYEES OR CONTRACTORS TO YOUR CLIENTS, IS NOT INTENDED AS MEDICAL ADVICE OF ANY KIND NOR IS IT INTENDED TO DIAGNOSE, TREAT, CURE OR PREVENT ANY DISEASE OR MEDICAL CONDITION. THE INFORMATION OBTAINED THROUGH THE SERVICES SHOULD NOT BE INTERPRETED OR CONSTRUED IN ANY WAY AS A REPLACEMENT OR SUBSTITUTE FOR MEDICAL ADVICE PROVIDED BY A CLIENT'S HEALTHCARE PROVIDER. YOUR CLIENTS SHOULD NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL ADVICE OR TREATMENT FROM THEIR HEALTHCARE PROVIDER DUE TO ANY INFORMATION OBTAINED THROUGH THE SERVICES.

6.5. Insurance Coverage Disclaimer. Move Health provides healthcare planning, health insurance and Medicare education, guidance, and enrollment assistance through appropriately licensed personnel, as applicable. Move Health does not guarantee eligibility, enrollment, coverage, benefits, premiums, subsidies, claims payment, or the availability of any particular insurance plan. Actual coverage, benefits, premiums, eligibility, and enrollment are determined by the applicable insurance carrier, government program, marketplace, or other third party.

7. Limitation of Liability

7.1. Types of Damages. IN NO EVENT WILL EITHER PARTY, OR THEIR CONTRACTORS, AGENTS OR EMPLOYEES BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

7.2. Amount of Damages. THE MAXIMUM LIABILITY OF EITHER PARTY, TOGETHER WITH ITS CONTRACTORS, AGENTS AND EMPLOYEES ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, TO THE OTHER PARTY WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO MOVE HEALTH DURING THE TWELVE (12) MONTHS PRECEDING THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. NOTHING IN THIS AGREEMENT WILL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF A PARTY OR FOR DEATH OR PERSONAL INJURY.

7.3. Basis of the Bargain. THE PARTIES AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 7 WILL SURVIVE AND CONTINUE IN FULL FORCE AND EFFECT DESPITE ANY FAILURE OF CONSIDERATION OR OF AN EXCLUSIVE REMEDY. THE PARTIES ACKNOWLEDGE THAT THE PRICES HAVE BEEN SET AND THE AGREEMENT ENTERED INTO IN RELIANCE UPON THESE LIMITATIONS OF LIABILITY AND THAT ALL SUCH LIMITATIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

8. Confidentiality

8.1. Confidential Information. “Confidential Information” means any nonpublic information of a party (the “Disclosing Party”), whether disclosed orally or in written or digital media, that is identified as “confidential” or with a similar legend at the time of such disclosure or that the receiving party (the “Receiving Party”) knows or should have known is the confidential or proprietary information of the Disclosing Party. Information will not constitute the other party’s Confidential Information if it (i) is already known by the Receiving Party without obligation of confidentiality; (ii) is independently developed by the Receiving Party without access or reference to the Disclosing Party’s Confidential Information; (iii) is publicly known without breach of this Agreement; or (iv) is lawfully received from a third party without obligation of confidentiality. The Receiving Party will not use or disclose any Confidential Information except as expressly authorized by this Agreement and will protect the Disclosing Party’s Confidential Information using the same degree of care that it uses with respect to its own confidential information, but in no event with safeguards less than a reasonably prudent business would exercise under similar circumstances. For purpose of clarity, Move Health may disclose the Customer Data to employees and contractors in order to provide the Services. The Receiving Party will take prompt and appropriate action to prevent unauthorized use or disclosure of the Disclosing Party’s Confidential Information. The Receiving Party may disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, but only after it notifies the Disclosing Party (if legally permissible) to enable the Disclosing Party to seek a protective order or otherwise to contest such required disclosure, at Disclosing Party’s expense. For the avoidance of doubt, the Move Health Offering, Reports/Materials and Documentation, and all enhancements and improvements thereto will be considered Confidential Information of Move Health and the Customer Data shall be the Confidential Information of the Customer. For the avoidance of doubt, Customer Data, including Sensitive Customer Data, is Confidential Information of Customer and will be handled in accordance with this Agreement and applicable law.

8.2. Use and Disclosure of Client Information. Move Health will use and disclose nonpublic personal information about Clients that it receives from Customer only to perform the Services, to carry out the purposes for which Customer disclosed it, as required by law, and as otherwise expressly permitted by this Agreement, consistent with the limits on reuse and redisclosure in 17 C.F.R. § 248.11 and analogous provisions of applicable law. Move Health will not sell such information or disclose it to any third party for that third party’s own marketing purposes.

Information that Move Health collects directly from a Client in its capacity as the Client's insurance agent is also subject to Move Health's own privacy notice and applicable insurance privacy laws.

9. Data Security and Incident Notification

9.1. Security Program. Move Health will maintain administrative, technical, and physical safeguards designed to protect Customer Data against unauthorized access, acquisition, use, disclosure, alteration, or destruction. Such safeguards will be appropriate to the nature of the information processed and the Services provided and will be maintained in accordance with applicable law and generally recognized industry standards.

Move Health will maintain a written information security program appropriate to the size and nature of its business and the Services. Move Health maintains, and will use commercially reasonable efforts to continue to maintain, a SOC 2 Type II examination covering the Services, and will make a summary report or attestation available to Customer upon reasonable written request, subject to confidentiality obligations.

9.2. Subprocessors. Move Health may engage subcontractors and service providers ("Subprocessors") to process Customer Data in connection with the Services. Move Health will require its Subprocessors to maintain appropriate confidentiality and data-security obligations consistent with the nature of the services they provide and the information they process. Move Health remains responsible for its Subprocessors' performance of their obligations relating to Customer Data.

9.3. Incident Notification. Move Health will notify Customer as soon as possible, and in any event within seventy-two (72) hours, after becoming aware of a Security Incident involving Customer Data maintained by Move Health. The notification will include, to the extent then known and reasonably available, information regarding the nature of the incident, the categories of information affected, and the measures being taken to investigate and mitigate the incident.

Where applicable law or the parties' written agreement requires a specific notification timeframe, Move Health will comply with that requirement.

9.4. Regulatory Requirements. Each party is responsible for complying with the laws and regulations applicable to its own business and activities. Where Customer is subject to additional regulatory requirements relating to information processed through the Services, including Regulation S-P, Move Health will comply with the obligations applicable to Move Health under applicable law and this Agreement.

9.5. Insurance. During the Term, Move Health will maintain, with financially sound insurers, insurance of the types and in amounts it considers commercially reasonable for a business of its size and nature, including professional liability (errors and omissions) insurance and cyber

liability insurance. Upon Customer's reasonable written request, Move Health will provide a certificate of insurance evidencing such coverage.

10. HIPAA; Business Associate Relationships

The parties acknowledge that the applicability of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") depends on the nature of the parties' respective roles and activities. Nothing in this Agreement is intended to establish that either party is a "Covered Entity" or "Business Associate" where such status would not otherwise apply under applicable law.

If the parties determine that their relationship requires a Business Associate Agreement ("BAA") under HIPAA, the parties will execute an appropriate BAA before engaging in activities that require such an agreement. Any such BAA will govern the parties' respective obligations with respect to Protected Health Information ("PHI") subject to HIPAA.

If a BAA is required and the parties have not yet executed one, neither party will be required to exchange or permit access to PHI that is subject to the BAA requirement until the BAA has been executed.

In the event of a conflict between this Agreement and a separately executed BAA with respect to PHI subject to HIPAA, the BAA will control.

11. Indemnification

11.1. By Move Health. Move Health will defend at its expense any suit brought against Customer, and will pay any settlement Move Health makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging that the Move Health Offering infringes such third party's patents, copyrights or trade secret rights under applicable laws of any jurisdiction within the United States of America. If any portion of the Move Health Offering becomes, or in Move Health's opinion is likely to become, the subject of a claim of infringement, Move Health may, at Move Health's option: (a) procure for Customer the right to continue using the Move Health Offering; (b) replace the Move Health Offering with non-infringing software or services which do not materially impair the functionality of the Move Health Offering; (c) modify the Move Health Offering so that it becomes non-infringing; or (d) terminate this Agreement and refund any unused prepaid Fees for the remainder of the term then in effect, and upon such termination, Customer will immediately cease all use of the Move Health Offering and Documentation. Notwithstanding the foregoing, Move Health will have no obligation under this Section 11.1 or otherwise with respect to any infringement claim based upon (i) any use of the Move Health Offering not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Move Health Offering in combination with other products, equipment, software or data not supplied by Move Health; or (iii) any modification of the Move Health Offering by any person other than Move Health or its authorized agents (collectively, the "Exclusions" and each, an "Exclusion"). This Section 11.1 states the sole and exclusive remedy of

Customer and the entire liability of Move Health, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for infringement claims and actions.

11.2. By Customer. Customer will indemnify, defend and hold harmless Move Health and its officers, directors, agents, contractors, and employees from all damages, liabilities, penalties, costs and expenses (including attorney's fees and costs) arising from any claim, demand or allegation by a third party arising out of or relating to (a) an Exclusion, (b) Move Health's use of Customer Data in accordance with this Agreement, (c) any negligent acts or omissions or the willful misconduct of Customer, Clients or its Personnel, (d) any Security Incident or unauthorized disclosure of Customer Data or PHI to the extent caused by Customer, its Clients, or its Personnel, including any failure to safeguard Access Protocols under Section 2.1, or (e) Customer's breach of Section 4.5.

11.3. Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party will promptly notify the indemnifying party in writing of any threatened or actual claim or suit (except that any failure to notify will not relieve the indemnifying party of its obligations under this Section 11 unless such failure materially prejudices the indemnifying party's ability to defend such claim or suit); (b) the indemnifying party will have sole control of the defense or settlement of any claim or suit (provided that the indemnifying party may not settle any claim or suit without the appropriate indemnified party's written consent unless it unconditionally releases such indemnified party of all liability); and (c) the indemnified party will cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

12. Term and Termination

12.1. Term. Unless otherwise provided in an applicable Order Form, this Agreement shall commence on the Effective Date and shall continue until expiration or termination of this Agreement or all Order Forms executed hereunder. The term of each Order Form shall be as specified in that Order Form (the "Initial Term"). Thereafter, each Order Form shall automatically renew for successive renewal terms equal to the term specified in the applicable Order Form (each a "Renewal Term"), unless either party provides written notice to the other of its intention not to renew at least thirty (30) days prior to the end of the Initial Term or the then-current Renewal Term. The Initial Term and all Renewal Terms applicable to an Order Form shall collectively be referred to as the "Subscription Term" for that Order Form. The "Term" means the period from the Effective Date until the expiration or termination of this Agreement.

12.2. Termination for Breach. Either party may terminate this Agreement, in whole or part, for cause (i) on thirty (30) days' written notice to the other party of a material breach of this Agreement if such breach remains uncured at the expiration of such period (or immediately if the material breach is not capable of being remedied); or (ii) immediately upon written notice if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or an assignment for the benefit of creditors. In addition,

Move Health may terminate this Agreement or suspend Services, in whole or part, upon written notice in the event Customer fails to pay any amounts due hereunder, and such failure continues more than ten (10) days after written notice by Move Health thereof.

12.3. Effect of Termination. Upon termination or expiration of this Agreement for any reason, each party will cease use of the other party's Confidential Information, except as necessary to fulfill obligations that survive termination or as otherwise permitted or required by this Agreement or applicable law.

Upon Customer's written request made within thirty (30) days after termination or expiration, Move Health will make available for export, or otherwise return, Customer Data then in its possession in a commercially reasonable format, except to the extent retention is required or permitted by applicable law, regulatory requirements, ongoing service obligations, legal holds, or Section 4.2.

Move Health may retain copies of Customer Data to the extent required or permitted by regulatory, legal, audit, compliance, security, or fraud prevention purposes, provided that such retained information remains subject to the confidentiality and security obligations of this Agreement.

12.4. Survival. The following provisions will survive any expiration or termination of this Agreement: Section 1 (Definitions); Section 2.3 (Restrictions); Section 3.2 (Non-solicitation), for the period stated therein; Section 3.3 (Client Relationship; Continued Servicing); Section 4 (Intellectual Property), including the retention and De-Identified Data rights in Section 4.2; Section 5, with respect to Fees accrued or payable before the effective date of termination; Sections 6.3 through 6.5 (Disclaimers); Section 7 (Limitation of Liability); Section 8 (Confidentiality); Section 11 (Indemnification); Section 12.3 (Effect of Termination); this Section 12.4; and Section 13 (Miscellaneous), together with any other provision that by its nature is intended to survive.

13. Miscellaneous

13.1. Governing Law and Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Indiana without reference to conflicts of laws principles. Both parties expressly agree that any action relating to this Agreement shall exclusively be brought in Vanderburgh County, Indiana, and both parties irrevocably consent to the jurisdiction of the state and federal courts located in Evansville, Indiana. Each party expressly waives any objection that it may have based on improper venue or forum non-conveniens to the conduct of any such suit or action in any such court. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

13.2. Publicity. Customer agrees that Move Health may refer to Customer as a client of Move Health and use the Customer's name and logo on vendor lists, press releases, blog posts, advertisements, and on their respective websites, subject to any written trademark usage

guidelines provided by Customer; Customer may revoke this permission on thirty (30) days' written notice.

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

13.4. Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

13.5. Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.6. No Assignment. Neither party will assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. The terms of this Agreement will be binding upon the parties and their respective successors and permitted assigns.

13.7. Force Majeure. Any delay in the performance of any duties or obligations of either party (except the payment of Fees owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event unforeseeable and beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

13.8. Independent Contractors. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

13.9. Notices. All notices required or permitted under this Agreement must be delivered in writing; if to Move Health, by emailing legal@movehealth.io, and if to Customer, by emailing the Customer Point of Contact email address listed on the applicable Order Form; provided, however, that with respect to any notices relating to breaches of this Agreement, termination, or a Security Incident, a copy of such notice will also be sent in writing to the other party at the address listed on the applicable Order Form by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Each party may change its email address and/or address for receipt of notice by giving notice of such change to the other party.

13.10. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

13.11. Entire Agreement. This Agreement, and any Order Forms, is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of Customer and Move Health, except as expressly provided in Section 13.12.

13.12. Changes to the Terms. (a) Move Health may modify these Terms from time to time. Move Health will provide Customer with at least thirty (30) days' prior notice of any material change, by email to the Customer Point of Contact and by posting the updated, dated Agreement on Move Health's website, specifying the effective date of the change. (b) If Customer does not agree to a change, Customer's sole and exclusive remedy is to terminate this Agreement by written notice to Move Health before the effective date of the change, and such termination will be effective as of the date Move Health receives the notice or the effective date of the change, whichever is earlier. If the change is material and adverse to Customer, Move Health will refund any prepaid Fees attributable to the portion of the then-current Subscription Term remaining after the effective date of such termination. Otherwise, no refund of prepaid Fees will be due on account of such termination. (c) Customer's continued use of the Move Health Offering on or after the effective date of a change constitutes acceptance of the change. (d) Notwithstanding the foregoing, Move Health may make non-material changes, or changes reasonably necessary to comply with applicable law, effective on shorter or immediate notice.

13.13. Prior Agreement. If, on the date Customer accepts this Agreement (whether by electronic acceptance, by executing an Order Form, or as otherwise provided in the change provisions of a prior agreement), Customer is party to a prior version of Move Health's Master Service Agreement (the "Prior Agreement"), then, as of that date: (a) this Agreement amends, restates, and supersedes the Prior Agreement with respect to Customer's access to and use of the Services on and after that date; (b) each order form, pricing order, or other ordering document entered into under the Prior Agreement (an "Existing Order Form") remains in effect, is deemed an Order Form under this Agreement, and is governed by this Agreement; (c) the Fees, quantities, payment terms, and Subscription Term set forth in each Existing Order Form (or, where an Existing Order Form does not state payment terms, the payment terms of the Prior Agreement) will continue to apply through the end of its then-current Subscription Term; and (d) upon renewal of an Existing Order Form, Fees and other commercial terms may change in accordance with Section 5.4 and this Agreement. Rights and obligations that accrued under the Prior Agreement before that date are not affected.

13.14. Order of Precedence. In the event of a conflict between this Agreement and any Order Form, Change Order, or other ordering document, this Agreement will control, unless the Order

Form or Change Order expressly identifies the specific Section of this Agreement it is intended to modify and states that it will control, in which case the Order Form or Change Order will control solely with respect to that Section and that Order Form. Any conflict between this Agreement and a BAA is governed by Section 10.