

React Health Connect™ Terms of Use

Version 1.0

Last Modified: April 2025

These Terms of Use (this "Agreement") are a binding contract between you or the entity you represent ("Customer," "you," or "your") and 3B Medical, Inc., d/b/a React Health ("React Health," "we," or "us"). This Agreement governs your access to and use of the Services. Services provided under this Agreement are for business or commercial, and not personal or consumer, use.

THIS AGREEMENT TAKES EFFECT ON THE EARLIEST OF (A) YOUR ACCESS OR USE OF THE SERVICES, INCLUDING BY LOGGING INTO THE PORTAL; OR (B) EXECUTION OF AN ORDER THAT INCORPORATES THIS AGREEMENT BY REFERENCE (THE "EFFECTIVE DATE"). BY ACCESSING OR USING THE SERVICES, INCLUDING LOGGING INTO THE PORTAL, OR EXECUTING AN ORDER THAT INCORPORATES THIS AGREEMENT BY REFERENCE, YOU (1) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (2) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND IF ENTERING INTO THIS AGREEMENT FOR AN ENTITY, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ENTITY; AND (3) ACCEPT THIS AGREEMENT ON YOUR BEHALF OR ON BEHALF OF THE ENTITY YOU REPRESENT IF YOU ARE ENTERING INTO THIS AGREEMENT FOR AN ENTITY AND AGREE THAT YOU OR SUCH ENTITY, AS APPLICABLE, ARE LEGALLY BOUND BY ITS TERMS.

1. Definitions.

"Customer Input" means information, data, materials, text, prompts, images, works, code, or other content that is input, entered, posted, uploaded, submitted, transferred, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the Services.

"Customer Output" means information, data, materials, text, images, code, works, or other content generated by or otherwise output from the Services in response to a Customer Input.

"Feature" means any feature, functionality, or component of the Services that incorporates, uses, depends on, or employs any Technology.

"Technology" means any and all machine learning, deep learning, and other artificial intelligence technologies, including statistical learning algorithms, models (including large language models), neural networks, and other artificial intelligence tools or methodologies, all software implementations of any of the foregoing, and related hardware or equipment capable of generating various types of content (including text, images, video, audio, or computer code) based on user-supplied prompts.

"API" means any application programming interface React Health makes available in connection with the Services.

"Authorized User" means Customer and Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Services.

"Customer Data" means Customer Input and Customer Output/information, data, and other content, in any form or medium, that is submitted, entered, posted, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the Services, and any outputs based thereon or derived therefrom, including Customer Input and Customer Output. Customer Data does not include Aggregated Statistics.

"Documentation" means React Health's user manuals, handbooks, model cards, and guides relating to the Services provided by React Health to Customer either electronically or in hard copy form/end user documentation relating to the Services available at <https://portal.reacthealth.com/login>.

"React Health IP" means the Services, the Documentation, and all intellectual property provided to Customer or any other Authorized User in connection with the foregoing. For the avoidance of doubt, React Health IP includes Aggregated Statistics and any information, data, or other content derived from React Health's monitoring of Customer's access to or use of the Services, but does not include Customer Data. React Health IP includes all modifications, enhancements, refinements, adaptations, customizations, improvements, and derivative works of the Services.

"Services" means the React Health Connect portal and the services provided by React Health under this Agreement that are detailed on React Health's website and portal available at <https://portal.reacthealth.com/login>, including the Features and any APIs.

"Third-Party Products" means any products, technology, content, data, services, information, websites, or other materials that are owned by third parties and are included in, incorporated into, or accessible through the Services, including any third-party Technology.

2. Access and Use.

(a) Provision of Access. Subject to and conditioned on compliance with the terms and conditions of this Agreement, React Health hereby grants you a non-exclusive, non-transferable right to access and use the Services solely for your internal business operations by Authorized Users under these terms and conditions and as the portal is expected and designed to be used as described in the Documentation. React Health shall provide you the necessary passwords and access credentials to allow you access to the Services.

(b) Use Restrictions. You shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. You shall not at any time, directly or indirectly, and shall not permit any Authorized Users to (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, or duplicate the Services, engage in model extraction, or otherwise attempt to derive or gain access to any source code, algorithm, model, model weights and parameters, or other underlying Technology or component of the Services, in

whole or in part; (iv) access or use the Services or any Customer Output to develop, train, or improve any other Technology or a competing or similar product or service; (v) use web scraping, web harvesting, web data extraction or any other method to extract data from the Services or any Customer Output; (vi) remove any proprietary notices from the Services or Documentation; (vii) use the Services to create or generate Customer Output, or use Customer Output in a manner, that you know or should know infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule; or (viii) submit, enter, post, or otherwise transmit or Process any protected health information or other personal information through the Services.

(c) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, React Health may monitor Customer's use of the Services and collect and compile data and information related to Customer's use of the Services to be used by React Health in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services ("Aggregated Statistics"). As between React Health and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by React Health. You agree that React Health may use and make publicly available Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

(d) Reservation of Rights. React Health reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party, any intellectual property rights or other right, title, or interest in or to the React Health IP or Third-Party Products.

(e) Suspension. Notwithstanding anything to the contrary in this Agreement, React Health may temporarily suspend Customer's and any other Authorized User's access to any portion or all of the Services if (i) React Health reasonably determines that (A) there is a threat or attack on any of the React Health IP; (B) Customer's or any other Authorized User's use of the React Health IP disrupts or poses a security risk to the React Health IP, to React Health, or to any other customer or vendor of React Health; (C) Customer or any other Authorized User is using the React Health IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (E) React Health's provision of the Services to Customer or any other Authorized User is prohibited by applicable law; or (F) Customer is using the Services in material violation of this Agreement; (ii) any vendor of React Health has suspended or terminated React Health's access to or use of any third-party services or products required to enable Customer to access and use the Services; or (iii) in accordance with express terms of this Agreement (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). React Health shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. React Health shall use

commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Services Suspension is cured. React Health will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any other Authorized User may incur as a result of a Service Suspension.

3. Customer Responsibilities.

(a) Account Use. You are responsible and liable for all uses of the Services and Documentation resulting from access provided by you, directly or indirectly, whether that access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, you are responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by you will be deemed a breach of this Agreement by you. You shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions.

(b) Account Administration and Provisioning. React Health and Customer shall mutually designate an employee of Customer to serve as the Administrator, who will manage access to the Services on behalf of Customer and its Authorized Users. The Administrator shall be responsible for overseeing account administration, including provisioning, modifying, and revoking user access. Customer and its Administrator shall ensure that access to the Services is promptly updated to reflect personnel changes, including removing access for individuals who are no longer authorized due to changes in role, termination of employment, or any other reason determined by Customer. React Health shall not be responsible for unauthorized access resulting from Customer's failure to timely update access rights.

(c) Use of Customer Output. You are solely responsible for (i) evaluating Customer Output for accuracy, completeness, and other factors relevant to your use before using, distributing, or relying on the Customer Output and (ii) your decisions, actions, and omissions in reliance or based on the Customer Output.

(d) Passwords and Access Credentials. You are responsible for keeping your passwords and access credentials associated with the Services confidential. You shall not sell or transfer them to any other person or entity. You shall promptly notify us about any unauthorized access to your passwords or access credentials.

(e) Third-Party Products. The Services may permit access to Third-Party Products. For purposes of this Agreement, these Third-Party Products are subject to their own terms and conditions which may be presented to you for acceptance by website link or otherwise. The Services may also include or incorporate Third-Party Products licensed or provided by third parties that require us to pass through additional terms to you. You shall comply with all such applicable pass-through terms as made available through the Documentation, or otherwise, as such terms may be updated, modified, or added from time to time. We may add or remove Third-Party Products from time to time. If you do not agree to abide by the applicable terms for any

Third-Party Products, then you should not install, access, or use these Third-Party Products or any Services that include or incorporate these Third-Party Products.

4. Confidential Information. From time to time during the Term, React Health and Customer may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, that is, whether or not marked, designated, or otherwise identified as "confidential" at the time of disclosure (collectively, "Confidential Information"). Without limiting the foregoing, React Health IP is React Health's Confidential Information and Customer Data is Customer's Confidential Information. Confidential Information does not include information that, at the time of disclosure is (a) in the public domain; (b) known to the receiving party; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees, agents, or subcontractors] who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder and who are required to protect the Confidential Information in a manner no less stringent than required under this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. Each party's obligations of non-disclosure regarding Confidential Information are effective as of the date the Confidential Information is first disclosed to the receiving party and will expire five years thereafter/continue as long as permitted by applicable law; provided, however, for any Confidential Information that constitutes a trade secret (as determined under applicable law), those obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as the Confidential Information remains subject to trade secret protection under applicable law.

5. Privacy Policy. React Health complies with its privacy policy, available at <https://www.reacthealth.com/privacy-policy> ("Privacy Policy"), in providing the Services. The Privacy Policy is subject to change as described therein. By accessing, using, and providing information to or through the Services, you acknowledge that you have reviewed and accepted our Privacy Policy, and you consent to all actions taken by us with respect to your information in compliance with the then-current version of our Privacy Policy.

6. Intellectual Property Ownership; Feedback.

(a) React Health IP. Customer acknowledges that, as between Customer and React Health, React Health owns all right, title, and interest, including all intellectual property rights, in and to the React Health IP and, for Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products. React Health hereby grants you a non-exclusive, royalty-free, perpetual,

worldwide license to reproduce, distribute, and otherwise use and display the React Health IP and Third-Party Products solely to the extent incorporated into and necessary for you to use and otherwise exploit the Customer Output solely for your internal business operations by Authorized Users in accordance with the terms and conditions herein.

(b) Customer Data. React Health acknowledges that, as between React Health and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data, except as set out in this Agreement with respect to React Health IP and Third-Party Products incorporated into Customer Output and subject to the license granted herein. Customer hereby grants to React Health a non-exclusive, royalty-free, worldwide license to (i) reproduce, distribute, and otherwise use and display the Customer Data and Process the Customer Data as may be necessary for React Health to provide the Services to Customer and (ii) use, modify, and adapt only aggregated and anonymized Customer Input and Customer Output to train, develop, adapt, modify, enhance, or improve the Services/Features and other products or services. React Health will not use Customer Data to train, develop, or improve the Services or any other product or service. Notwithstanding anything in this Agreement to the contrary, unless prohibited by applicable law, we may delete Customer Data at any time if we determine that Customer Data violates the terms of this Agreement or that deletion is necessary to comply with applicable law.

(c) Feedback. If you or any other Authorized User sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the Services, including without limitation, new features or functionality relating thereto or any comments, questions, suggestions, or the like ("Feedback"), we are free to use that Feedback. All Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and shall cause your Authorized Users to assign to us, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we have no obligation to acknowledge receipt of or use any Feedback.

7. Limited Warranty and Warranty Disclaimer.

(a) Limited React Health Warranty. React Health warrants that the Services will conform in all material respects to the Documentation when accessed and used by Customer in accordance with this Agreement. Your sole remedy and React Health's sole liability for breach of the foregoing warranty is for React Health to use reasonable efforts to correct the Services to conform to the Documentation. React Health does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in the Service Levels. The remedies set out in the Service Levels are Customer's sole remedies and React Health's sole liability for failure of the Services to meet the Service Levels. THE FOREGOING WARRANTY DOES NOT APPLY, AND PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

(b) Customer Warranty. You represent, warrant, and covenant that (i) you own or otherwise have and will have all necessary rights, permissions, and consents in and

relating to the Customer Data (other than Customer Output) so that, as received by React Health and Processed in accordance with this Agreement, it does not and will not infringe, misappropriate, or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable law, including but not limited to the Telephone Consumer Protection Act of 1991 and the Health Insurance Portability and Accountability Act of 1996, as amended; and (ii) no Customer Data (other than Customer Output) contains or will contain any protected health information or other personal information.

(c) EXCEPT FOR THE LIMITED WARRANTY SET OUT ABOVE, THE SERVICES AND CUSTOMER OUTPUT ARE PROVIDED "AS IS" AND PROVIDER SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, INCLUDING ANY OUTPUTS, WILL MEET YOUR OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. YOU ACKNOWLEDGE THAT, GIVEN THE NATURE OF THE SERVICES AND TECHNOLOGY, CUSTOMER OUTPUT (I) MAY BE INACCURATE, MISLEADING, BIASED, OR OFFENSIVE, (II) MAY BE THE SAME AS OR SIMILAR TO OUTPUT THE SERVICES GENERATE FOR OTHER CUSTOMERS, (III) MAY NOT QUALIFY FOR INTELLECTUAL PROPERTY PROTECTION, AND (IV) MAY BE SUBJECT TO THIRD PARTY TERMS, INCLUDING, AS APPLICABLE, OPEN SOURCE LICENSES, AND (V) DO NOT NECESSARILY REFLECT, AND MAY BE INCONSISTENT WITH, PROVIDER'S AND THIRD-PARTY PROVIDERS' VIEWS.

8. Indemnification.

(a) React Health Indemnification.

(i) React Health shall indemnify, defend, and hold Customer harmless from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees ("Losses"), incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Services or Customer Output (in each case, or Customer's or any Authorized User's use thereof in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights/US patents, copyrights, or trade secrets, provided that Customer promptly notifies React Health in writing of the Third-Party Claim, cooperates with React Health, and allows React Health sole authority to control the defense and settlement of such Third-Party Claim.

(ii) If such a Third-Party Claim is made or React Health/either party reasonably anticipates such a Third-Party Claim will be made, Customer agrees to permit React Health, at React Health's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If

React Health determines that neither alternative is reasonably available, React Health may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section will not apply to the extent that any such Third-Party Claim arises from (A) Customer's or any other Authorized User's use of the Services or Customer Output in combination with any products, services, or software not provided by or on behalf of React Health; (B) modifications to the Services or Customer Output other than by or on behalf of React Health; (C) Customer Input or other Customer Data other than Customer Output; (D) Third-Party Products accessible through but not incorporated into the Services (including to the extent allegedly infringing Customer Output derives from content from a Third-Party Product); (E) Customer's disablement or circumvention of any applicable source citation, filtering, or safety tools or functions of the Features or Services; (F) your material violation of this Agreement or applicable laws; (G) Customer Output; or (H) trademark violations resulting from Customer's use of the Customer Output in trade or commerce.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at React Health's option, defend React Health and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all Losses arising from or relating to any Third-Party Claim (i) that the Customer Input or other Customer Data other than Customer Output, or Processing or any other use thereof in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights; or (ii) based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by this Agreement or in material violation of the terms of this Agreement or applicable laws; provided that Customer may not settle any Third-Party Claim against React Health unless React Health consents to such settlement, and further provided that React Health will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS SECTION SETS OUT CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES OR CUSTOMER OUTPUT INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL PROVIDER'S LIABILITY UNDER THIS SECTION 10 EXCEED \$5,000.

9. Limitations of Liability. EXCEPT AS PROHIBITED BY LAW OR OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL PROVIDER/EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER/SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT

AS PROHIBITED BY LAW OR OTHERWISE PROVIDED IN THIS SECTION 11, IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. Term and Termination.

(a) Term. The term of this Agreement begins on the Effective Date and continues until terminated (the "Term").

(b) Termination. In addition to any other express termination right set out in this Agreement:

(i) React Health may terminate this Agreement for any reason upon written notice. You may terminate this Agreement for any reason upon ninety (90) days' advance notice.

(ii) Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach.

(iii) Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or termination of this Agreement, Customer shall immediately discontinue use of the React Health IP. Within thirty (30) days following expiration or termination of this Agreement, React Health may permanently delete Customer Data from the Services and all systems React Health controls, unless otherwise required by applicable law. Notwithstanding the foregoing and for the avoidance of doubt, React Health shall not be obligated to delete, destroy, or disable any modifications, developments, or improvements to the Services or Features or any other products or services resulting from React Health's use of Customer Data.

(d) Survival. Any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive termination or expiration.

11. Modifications. You acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement from time to time, and that modified terms become

effective on posting. You will be notified of modifications through notifications or posts on <https://www.reacthealth.com> or direct email communication from us. You are responsible for reviewing and becoming familiar with any modifications. Your continued use of the Services after the effective date of the modifications will be deemed acceptance of the modified terms.

12. Export Regulation. The Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Services or the software or technology included in the Services to, or make the Services or the software or technology included in the Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, regulation, or rule. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Services or the software or technology included in the Services available outside the US.

13. Governing Law and Jurisdiction. This agreement is governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Ohio. Any legal suit, action, or proceeding arising out of or related to this agreement or the rights granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Ohio, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

14. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(b) Neither party shall assign this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, each party may assign this Agreement without the other party's consent to any affiliate or in the event of a merger, acquisition, or sale of all or substantially all of its assets. For purposes of this section, "affiliate" means any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with the party.

(c) Any notices to us must be sent via the contact information provided in the 'Contact Us' page of the website (<https://www.reacthealth.com/contact-us>). Notwithstanding the foregoing, you hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically

will satisfy any legal communication requirements, including that such communications be in writing.

(d) The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by us with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches.