Spark

PLATFORM TERMS OF SERVICE

THE SERVICES (DEFINED BELOW) ARE PROVIDED SUBJECT TO THESE TERMS OF SERVICE ("TERMS"). PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOUR ACCEPTANCE OF THESE TERMS AND/OR USE OF THE SERVICES SIGNIFIES YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT ACCESS OR ACCEPT THE SERVICES.

ARBITRATION NOTICE: THESE TERMS CONTAIN A BINDING ARBITRATION PROVISION, AND A WAIVER OF CLASS ACTIONS – PLEASE READ THOSE SECTIONS CAREFULLY.

1. Services and Applicable Terms. Spark Health Inc., a Delaware corporation, and its subsidiaries and/or affiliates (collectively, "Spark") will provide you (you and Spark, collectively, the "Parties") with access to Spark's technology platforms and applications and related services (collectively, the "Services") subject to these Terms, the Business Associate Addendum between you and Spark (the "BAA"), and Spark's Privacy Policy available at https://www.sparkadvisors.com/privacy-policy. Spark may, from time to time, provide you with additional terms applicable to your use of specific parts of the Services or post such additional terms on the Services to which they apply. Such additional terms are incorporated by reference into these Terms. If there is any conflict between these Terms and any additional terms that apply to a particular Service, the additional terms will control.

2. Compliance with Laws. You are solely responsible for ensuring that your use of the Services complies with all applicable federal, state, and local laws, rules, and regulations, including but not limited to the Health Information Technology Economic and Clinical Health ("HITECH") Act, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the regulations issued thereunder, such as the Privacy, Security, Breach Notification and Enforcement Rules (45 C.F.R. Parts 160, 162 and 164), state privacy law protecting the confidentiality of information, and state breach notification laws, as may be amended from time to time (collectively, "Laws").

3. Restrictions. Except as otherwise expressly permitted in these Terms, you will not: (a) reproduce, modify, adapt or create derivative works of the Services; (b) rent, lease, distribute, sell, sublicense, transfer or provide access to the Services to a third party; (c) use the Services for the financial benefit of any third party; (d) interfere with or otherwise circumvent mechanisms in the Services intended to limit your use; (e) reverse engineer, disassemble, decompile, translate or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats, or non-public APIs to any of the Services, except to the extent expressly permitted by applicable law (and then only upon advance notice to us);
(f) remove or obscure any proprietary or other notices contained in any of the Services; (g) use the Services for competitive analysis, benchmarking, or to build competitive products; (h) publicly disseminate information regarding the performance of the Services; (i) use the Services to be used for any illegal or misleading purpose, or any manner inconsistent with these Terms; or (j) encourage, assist or permit any third party to do any of the foregoing.

4. Spark Intellectual Property. As between the Parties, Spark owns all right, title, and interest in and to the Services, any related technology owned, in-licensed, created, developed, incorporated, or generated, in whole or in part, by or on behalf of Spark for or in connection with the Services, and all intellectual property rights therein, and all results and outputs thereof (the "Spark IP"). Spark hereby grants you a royalty-free, non-transferable, non-sublicensable license to use the Spark IP, including any reports, data, specifications, or computer outputs, solely for the purpose of receiving the Services for your business purposes during the Term. To the extent you submit feedback, comments, ideas, or suggestions to Spark regarding the Services or new products and services from time to time (the "Feedback"), Spark may, in its discretion and for any purpose: (i) use, modify, and incorporate the Feedback into Spark's products and services; and (b) license or sublicense the Feedback, without obligation to you.

5. Spark Trademarks. Spark's name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Spark or its affiliates or licensors. You agree not use such marks without the prior written permission of Spark. All other names, logos, product and service names, designs, and slogans displayed on or through the Services are the trademarks of their respective owners. You agree not to delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Services.

6. Your Content.

a. Ownership. As between the Parties, you own all right, title, and interest in and to any information, data, and/or materials you provide to Spark or upload onto the Services, including without limitation, any personal information or personal health information or your NPN ("Your Content"). You hereby grant Spark a perpetual, royalty-free, non-transferable, non-sublicensable, worldwide license to use and disclose Your Content: (i) to provide, operate, and manage the Services for you, including to service or execute any support request made by you or your authorized representatives; (ii) to comply with legal or regulatory obligations applicable to the Services; and (iii) in de-identified or aggregated form, to improve Spark's services and offerings and other business purposes. Your further agree to Spark's collection and processing of any personal information contained in Your Content as provided in Spark's Privacy Policy (available at https://www.sparkadvisors.com/privacy-policy).

b. Representations, Warranties, and Covenants. You represent, warrant, and covenant that: (i) you have obtained all necessary rights, releases and permissions to submit Your Content to Spark and to grant the rights granted to Spark in these Terms, (ii) Your Content and its submission and use as you authorize in these Terms will not violate: (1) any Laws; (2) any third-party intellectual property, privacy, publicity, or other rights; or (3) any other policies or terms (including your own or any third party's) governing Your Content; and (iii) you will limit submission of personal information or personal health information to only that information necessary to receive the Services. Spark assumes no liability for Your Content, and you are solely responsible for Your Content and the consequences of submitting and/or using it with the Services.

c. Changes in Consent; Removals. You agree to notify Spark of any changes in, or revocation of, the permission by an individual to use or disclose his or her personal information to the extent that such changes may affect Spark's use or disclosure of personal information.

d. Return or Deletion. Upon your written request made within thirty (30) days of termination of these Terms, Spark will return (via export) Your Content. Absent such a written request, Spark may delete Your Content thirty (30) days after termination of these Terms. In the event of either return or deletion, Spark may retain one (1) copy of Your Content to the extent required for legal or compliance reasons or to the extent archived on back-up systems.

7. Security. You agree to implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Your Content and Spark's Confidential Information (defined below) and comply with all Laws. You agree not to share your login credentials for the Services or let anyone else access the Services on your behalf or do anything else that might jeopardize the security of the Services. You agree to immediately notify Spark of any unauthorized access to the Services, Your Content, or Spark's Confidential Information.

8. Insurance Products. You acknowledge that Spark does not underwrite any insurance policy, plan, or package that you may view or receive on or through the Services, and any quotes or ranges displayed on or through the Services are non-binding. The final premium for any policy is determined by the underwriting insurance company following application. Medicare products and their availability may vary by state and your individual circumstances, and additional minimum coverage limits may be required in your state. The third-party insurance products made available to you by a broker are only available in the jurisdictions in which such broker is properly licensed. Your use of certain services provided by Spark may require you to enter into separate agreements with brokers or other third parties you may encounter through the Services. Any third-party Medicare products purchased by you are subject to the terms and conditions of the applicable Medicare package that you select. Spark is not responsible for the provision of any such Medicare products or services or for the provision of services by third parties, including brokers who we may recommend to you as a resource.

9. No Reliance on Information Provided. Spark does not warrant the accuracy, completeness, or usefulness of information provided on or through the Services. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other user of the Services, or by anyone who may be informed of any of its contents. The Services may include content provided by third parties, including materials provided by other insurance agents, providers, or carriers. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Spark, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Spark. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third

parties.

10. DISCLAIMER OF WARRANTIES. YOU ACKNOWLEDGE THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SPARK EXPLICITLY: (i) DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE; (ii) DOES NOT GUARANTEE THAT THE SERVICES OR INFORMATION IT PROVIDES ARE ACCURATE, COMPLETE, OR ERROR-FREE; (iii) DOES NOT GUARANTEE ANY RESULTS TO BE ACHIEVED FROM THE SERVICES, INCLUDING ANY SPECIFIC CUSTOMER ACQUISITION, CONVERSION, OR ATTRITION RATES OR FINAL PREMIUM RATES; AND (iv) MAKES NO WARRANTIES ABOUT THE QUANTITY, SUFFICIENCY, CREDITWORTHINESS, OR QUALITY OF ANY INFORMATION THAT IT PROVIDES. YOU UNDERSTAND AND ACCEPT THAT ALL RISKS OF CONDITION, USE, QUALITY, DESIGN, OR FITNESS ARE YOURS ALONE.

11. Third-Party Links. The Services may contain links to third-party websites and services, applications and/or display advertisements for third parties (collectively, "Third-Party Links"). Such Third-Party Links are not under the control of Spark, and Spark is not responsible for any Third-Party Links. Spark provides access to these Third-Party Links only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links. You use all Third-Party Links at your own risk and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links.

12. Term and Termination. Your access to the Services will begin on the date you sign these Terms and will continue until terminated by either Party as provided herein (the "Term"). Spark reserves the right, in its sole discretion, to suspend or terminate provision of the Services if you violate these Terms, engage in fraudulent or illegal conduct, or for any other reason in its sole discretion. Spark will use commercially reasonable efforts, to the extent permitted by Laws, to provide prompt notice of a suspension. You may terminate your use of the Services by providing written notice to Spark at any time. Upon termination of these Terms, you must cease using all Services and delete (or at Spark's request, return) all of Spark's Confidential Information in your possession, including on any third-party systems operated on your behalf, and certify such deletion upon Spark's request.

13. Confidentiality. Except as otherwise set forth in these Terms, each Party agrees that all non-public information, including inventions, code, know-how, business, technical, and financial information disclosed by one party (the "Disclosing Party") to the other party ("Receiving Party") constitutes the confidential property of the Disclosing Party ("Confidential Information"), provided that it is designated as "Confidential" at the time of disclosure or, given the nature of the information disclosed and the circumstances surrounding the disclosure, would be deemed to be confidential or proprietary by a reasonable person. For the avoidance of doubt, any information relating to the Services (except for Your Content) will be deemed Spark's Confidential Information without any marking or further designation. Confidential Information excludes information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. Except as expressly authorized herein, the Receiving Party will: (1) hold in confidence and not disclose any Confidential Information to third parties; and (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under these Terms. The Receiving Party may disclose Confidential Information to its employees, agents, contractors, and other representatives ("Representatives") having a legitimate need to know, provided that such Representatives are bound to written confidentiality obligations no less protective of the Disclosing Party than those contained herein. The Receiving Party shall be responsible for any violations of this Section 13 by its Representatives. The Receiving Party may disclose Confidential Information if so required pursuant to a regulation, law, or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party if legally permitted). The Receiving Party acknowledges that disclosure of the Disclosing Party's Confidential Information may cause substantial harm to the Disclosing Party for which damages alone would not be a sufficient remedy, and therefore, upon any such threatened or actual violation of this Section 13 by the Receiving Party, the Disclosing Party will be entitled to

seek appropriate injunctive or other equitable relief in addition to whatever other remedies it might have at law.

14. Indemnification.

a. Indemnification by Spark. Spark shall indemnify and hold you harmless from and against any and all third-party claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and expenses) (each, a "Claim") alleging that Spark's technology used to provide the Services infringes or misappropriates any U.S. Intellectual Property Rights of such third party. In no event will Spark have obligations or liability under this Section 14(a) arising from: (a) use of the Services in a modified form or in combination with materials not furnished by Spark; (b) Services performed according to your specifications; (c) Your Content; (d) use of the Services in violation of these Terms; or (e) your gross negligence or willful misconduct. For any claim covered by this Section 14(a), Spark may, at its election: (i) procure the rights to use the portion of the Services alleged to be infringing; (ii) replace the alleged infringing portion of the Services with a non-infringing alternative; or (iii) terminate the allegedly infringing portion of the Services or these Terms.

b. Indemnification by You. You will indemnify and hold Spark harmless from and against any and all Claims, arising from: (i) Your Content; (ii) your use of the Services; (iii) your violation of these Terms or any Laws; or (iv) your gross negligence or willful misconduct.

15. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SPARK BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF DATA OR BUSINESS INFORMATION, BUSINESS INTERRUPTION, OR OTHER PECUNIARY LOSS) IN CONNECTION WITH THE SERVICES OR THESE TERMS, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF SPARK HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY LIMITED REMEDY IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR SPARK'S INTENTIONAL MISCONDUCT, SPARK'S LIABILITY TO YOU HEREUNDER SHALL AT ALL TIMES BE LIMITED TO DIRECT DAMAGES AND THE AMOUNT OF DAMAGES IN THE AGGREGATE SHALL AT ALL TIMES BE LIMITED TO $500.

16. **MANDATORY ARBITRATION; WAIVER OF CLASS ACTIONS. YOU AGREE TO THE FOLLOWING MANDATORY ARBITRATION PROVISIONS:**

a. Agreement to Arbitrate. You and Spark hereby agree to resolve any claims relating to these Terms or the Services through final and binding arbitration by a single arbitrator, except as set forth under "Exceptions to Agreement to Arbitrate" below. This includes disputes arising out of or relating to interpretation or application of this Section 12, including its enforceability, revocability, or validity.

b. Opt-out of Agreement to Arbitrate. You can decline this agreement to arbitrate within 30 days of first accessing the Services by contacting us at legal@sparkadvisors.com.

c. Arbitration Procedures and Fees. The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in the United States county where you live or work, New York, NY, or any other location you and Spark agree to. The AAA rules will govern payment of all arbitration fees.

d. Exceptions to Agreement to Arbitrate. Either you or Spark may assert claims, if they qualify, in small claims court in New York, NY or any United States county where you live or work. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, Confidential Information, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights), without first engaging in arbitration or the informal dispute-resolution process described above. If the agreement to arbitrate is found not to apply to you or your claim, you agree to the exclusive jurisdiction of the state and federal courts in New York, NY to resolve your claim.

e. NO CLASS ACTIONS. You may only resolve disputes with us on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions,

private attorney general actions, and consolidation with other arbitrations are not allowed. If this specific paragraph is held unenforceable, then the entirety of this Section 14 will be deemed void.

17. Modifications. You may not amend or modify any provision of these Terms except in a writing duly signed by both you and Spark. Notwithstanding the foregoing, Spark may update, amend, or modify these Terms at any time with written notice to you and your continued use of the Services after such notice constitutes your agreement thereto.

18. Miscellaneous. These Terms, and all disputes arising out of or related thereto, shall be governed by and construed under the laws of the State of New York without reference to conflict of law principles, and any legal action in connection with these Terms shall be brought exclusively in the federal or state courts located in New York, NY. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms or Spark's provision of the Services. Nothing in these Terms or Spark's provision of the Services shall be construed as conferring on you any express or implied right, power, or authority to enter into any agreement or commitment, express or implied, or to incur any obligation or liability on behalf of Spark. If any provision of these Terms is determined to be illegal or unenforceable, the remainder of these Terms shall continue to be fully valid, binding, and enforceable. These Terms and your use of the Services is not assignable, transferable or sublicensable by you except with Spark's prior written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. Spark's performance of these Terms and provision of the Services is subject to existing Laws and legal process, and nothing

contained in these Terms is in derogation of Spark's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Services or information provided to or gathered by Spark with respect to such use. These Terms do not create any rights for any person who is not a party to it. These Terms, the BAA, and the Privacy Policy set forth the entire agreement between you and Spark with respect to the Services and supersede any prior agreements between you and Spark relating to such subject matter.