

## SUBSCRIPTION AGREEMENT

CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THE PLATFORM. DO NOT USE THE PLATFORM IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. USING ANY PART OF THE PLATFORM INDICATES ACCEPTANCE AND AGREEMENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

MediDrive LLC (“MediDrive”) provides a proprietary software based interactive computer service that coordinates transportation services within the healthcare industry (the “Platform”). MEDIDRIVE IS NOT A HEALTHCARE PROVIDER AND DOES NOT PROVIDE EMERGENCY MEDICAL SERVICES.

### 1. SUBSCRIPTION

1.1 Performance. Subject to your payment of MediDrive’s applicable fees and your compliance with the terms and conditions of this Subscription Agreement (the “Agreement”), MediDrive agrees to provide the Platform to the subscriber accessing the Platform (the “Subscriber”) during the Term, during which Subscriber and its Authorized User (as defined below) may access and use the Platform for the purpose of coordinating transportation for their patients. In addition to the terms of this Agreement, use of the Platform by any Authorized User is subject to MediDrive’s then current Terms of Use contained in the Platform (the “EULA”). As used herein, “Authorized Users” means Subscribers employees, contractors and consultants authorized by Subscriber to access and use the Platform for the purposes permitted herein.

1.2 Third-Party Software; Subcontracting. To the extent that the Platform incorporates any third-party software licensed by MediDrive, then, in addition to the terms set forth herein, Subscriber must **comply** with any additional terms, restrictions, or limitations applicable to such third-party software that MediDrive advises you of, from time to time. Additionally, Subscriber acknowledges that MediDrive shall have the right to subcontract performance of any hosting services, in which event the service terms provided by any third-party hosting provider will be incorporated herein by reference.

1.3 Security. Subscriber shall ensure that its Authorized Users comply with all MediDrive rules and regulations and security restrictions in connection with use of the Platform. Subscriber shall be solely responsible for ensuring the security and confidentiality of its User identification name and password for access to and use of the Platform (“User ID”). Subscriber acknowledges that it will be fully responsible for all liabilities incurred through use of its User ID and that any transactions under its User ID will be deemed to have been performed by Subscriber.

1.4 Proprietary Rights. Subscriber acknowledges that, as between Subscriber and MediDrive, MediDrive retains all proprietary rights in the Platform. If Subscriber or any Authorized User suggests any new features, functionality or performance for the Platform, Subscriber acknowledges that (i) as between MediDrive and Subscriber, MediDrive shall own, and has all rights to use, such suggestions and the Platform (or any other service) incorporating such new features, functionality, or performance shall be the sole and exclusive property of MediDrive; and (ii) all such suggestions shall be free from any confidentiality restrictions. Subscriber shall not, nor permit an Authorized User to, rent, resell, lease, or otherwise transfer or distribute the Platform, in whole or in part, without prior authorization in writing from MediDrive.

1.5 Suspension. Notwithstanding anything to the contrary in this Agreement, MediDrive may temporarily suspend Subscriber’s and any Authorized User’s access to the Platform if: (i) MediDrive reasonably determines that (A) there is a threat or attack on the Platform or the hosting facility(ies) from which the Platform are hosted, (B) Subscriber’s use of the Platform disrupts or poses a security risk to the Platform or to any other Subscriber, (C) Subscriber is using the Platform in violation of MediDrive’s Acceptable Use Policy set forth herein, (D) Subscriber 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, or (E) MediDrive’s offering of the Platform is prohibited by applicable law; or (ii) any vendor of MediDrive has suspended or terminated MediDrive’s access to or use of any third-party services or products required to enable Subscriber to access the Platform (any such suspension described herein a “Service Suspension”). MediDrive shall use commercially reasonable efforts to provide written notice of any Service Suspension to Subscriber and to provide updates regarding resumption of access to the Platform following any Service Suspension. MediDrive will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Subscriber may incur as a result of a Service Suspension.

### 2. DATA RIGHTS

2.1 Subscriber Content. Subject to the terms of this Agreement, Subscriber grants (on behalf of itself and its Authorized Users) to MediDrive and its contractors and service providers a non-exclusive, limited, fee-free license to use all data, information or communications sent, or entered by Subscriber and/or Authorized Users while accessing the Platform (“Subscriber Content”) to develop, improve, modify, and provide the Platform; and to develop and perform data analysis, machine learning algorithms, or other insight generation. The foregoing license includes the right to collect, reproduce, distribute, modify, make derivative works of, perform, display, transmit, and otherwise use data that Subscriber or an Authorized User provides or makes available to MediDrive and its contractors and service providers for processing as an integral part of the activities under this Agreement, and the right to use such data, but only in anonymized and aggregated form, for analytic, statistical, security, quality control, and similar purposes, and to test, improve, and provide the Platform and other products and services. MediDrive is under no obligation, however, to review Subscriber Content for accuracy, potential liability or for any other reason.

2.2 Data Security. The Platform is designed to be connected to and to communicate information and data via a network interface. It is Subscriber’s sole responsibility to provide and continuously ensure a secure connection between the Platform and Subscriber’s or its Authorized User’s computer and IT network or any other network (as the case may be). Subscriber shall, and shall ensure that its Authorized Users, establish and maintain any appropriate network security measures (including, but not limited to, to the installation of firewalls, installation of antivirus programs, and periodic data backups) to protect the Platform and Subscriber’s systems and network from and against any security breaches, unauthorized access, interference, intrusion or theft of data or information.

2.3 Data Retention. Subscriber is solely responsible for extracting any Subscriber Content from the Platform prior to the expiration or termination of this Agreement. Subscriber agrees that MediDrive’s obligation to keep or maintain any Subscriber Content obtained through the Platform shall not extend beyond the expiration of fourteen (14) days following the termination of this Agreement.

### **3. SUBSCRIBER OBLIGATIONS**

3.1 Acceptable Use Policy. Subscriber agrees not to: (i) copy, decompile, reverse engineer, disassemble, attempt to derive the source code, modify or create derivative works of the Platform or any Platform related documentation; (ii) upload or distribute in any way files that contain viruses, trojans, worms, time bombs, logic bombs, corrupted files, or any other similar software or programs that may damage the operation of the Platform or another's computer; (iii) use the Platform for fraudulent or illegal purposes; (iv) interfere or disrupt networks connected to the Platform; (v) upload, post, promote or transmit through the Platform any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, hateful, or otherwise objectionable material of any kind or nature; (vi) upload amounts of data and/or materials in excess of any limits specified by MediDrive from time to time and not to create large numbers of accounts or otherwise transmit large amounts of data so as to clog the Platform or comprise a denial of service attack or otherwise so as to have a detrimental effect on the Platform; or (vii) upload, promote, transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability.

3.2 Compliance with Legal Requirements. Subscriber agrees to obtain all requisite written consents and authorizations necessary to provide or otherwise process any data and content through the Platform and Subscriber represents and warrants that all such required consents and authorizations have been obtained.

### **4. FEES AND PAYMENTS**

4.1 Fees. MediDrive’s fees applicable to your use of the Platform are available on MediDrive’s pricing summary, which MediDrive may update from time to time. MediDrive will provide you with notice of any such changes (email is sufficient) and your continued use of the Platform shall be subject to such changed fees thirty (30) days following MediDrive’s notice of any such change. Subscriber acknowledges that MediDrive may offer different license tiers subject to different fees applicable to the varying types of subscribers and users for which the Platform is intended. Subscriber will be periodically billed for any applicable fees in accordance with MediDrive’s then current billing practices and Subscriber agrees to promptly pay all fees associated with the license tier associated with Subscriber, as identified by MediDrive. All fees are non-refundable and non-returnable. All payments due to MediDrive hereunder shall be made in United States Dollars. All payments not made when due shall be subject to late charges of the lesser of: (i) one and one-half percent (1.5%) per month of the overdue amount; or (ii) the maximum amount permitted under applicable law. Subscriber shall reimburse MediDrive for all fees and expenses, including reasonable attorneys’ fees, MediDrive incurs to collect, or attempt to collect, amounts owed by Subscriber to MediDrive.

4.2 Taxes. Subscriber shall pay all sales, use and excise taxes relating to, or under, this Agreement, exclusive of taxes based on or measured by MediDrive's net income, unless Subscriber is exempt from the payment of such taxes and timely provides MediDrive with evidence of such exemption.

## **5. WARRANTY; DISCLAIMERS**

5.1 Limited Warranty. MediDrive warrants that the Platform will perform in accordance with its then current specifications and documentation, which may be updated from time to time. MediDrive shall use commercially reasonable efforts to remedy any deficiency of the Software in contravention of the foregoing.

5.2 Disclaimers. EXCEPT FOR THE LIMITED WARRANTY SET FORTH HEREIN OR IN THE EULA, AND IN ADDITION TO ALL DISCLAIMERS SET FORTH IN THE EULA, THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. MEDIDRIVE MAKES NO REPRESENTATION OR WARRANTY (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THE PLATFORM, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ACCURACY MERCHANTABILITY, OR NONINFRINGEMENT. MEDIDRIVE DOES NOT WARRANT THAT THE PLATFORM WILL OPERATE UNINTERRUPTED OR ERROR-FREE. SUBSCRIBER ACKNOWLEDGES THAT SUBSCRIBER'S USE AND DEPLOYMENT OF THE PLATFORM IS NOT GUARANTEED TO GENERATE ANY REVENUE.

5.3 Limitation Of Liability. EXCEPT WHERE PROHIBITED BY LAW, THE MEDIDRIVE PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF THE MEDIDRIVE PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THIS AGREEMENT, ANY OF THE MEDIDRIVE PARTIES IS FOUND TO BE LIABLE FOR ANY DAMAGES OR LOSSES WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED TO THIS AGREEMENT OR ANY USE OF THE PLATFORM, THE TOTAL AGGREGATE LIABILITY OF THE MEDIDRIVE PARTIES FOR ANY AND ALL SUCH CLAIMS, REGARDLESS OF THE FORM OF ACTION, IS LIMITED TO THE GREATER OF (a) THE AGGREGATE AMOUNT PAID BY SUBSCRIBER IN THE THREE (3) MONTHS PRIOR TO A CLAIM ARISING HEREUNDER, IF ANY, TO USE THE PLATFORM OR (b) \$100 IF YOU HAVE NOT PAID ANY FEES TO USE THE PLATFORM.

5.4 Catch-All. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THE FOREGOING PARAGRAPHS APPLY REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTIES, OR ANY OTHER LEGAL THEORY, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## **6. INDEMNIFICATION**

6.1 MediDrive Indemnification. MediDrive shall indemnify, defend, and hold Subscriber harmless from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Subscriber resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that Subscriber's use of the Platform in accordance with this Agreement infringes such third party's United States intellectual property rights, provided that Subscriber promptly notifies MediDrive in writing of the claim, cooperates with MediDrive, and allows MediDrive sole authority to control the defense and settlement of such claim. This indemnity will not apply to the extent that the alleged infringement arises from (A) use of the Platform other than in accordance with the terms of this Agreement, (B) use of the Platform in combination with software, hardware, equipment, or technology not provided by MediDrive, (C) modifications to the Platform not made by MediDrive, or (D) Subscriber Content (each, an "Indemnification Exception").

6.2 Subscriber Indemnification. Subscriber shall indemnify, hold harmless, and, at MediDrive's option, defend MediDrive, its affiliates, and all of their respective equityholders, officers, directors, managers, employees, agents, and representatives (collectively, the "MediDrive Parties"), from and against any Losses resulting from or in connection with Subscriber's use of the Platform or an Indemnification Exception.

6.3 Exclusive Remedy. THIS SECTION 6 SETS FORTH SUBSCRIBER'S SOLE REMEDIES AND MEDIDRIVE'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL

## PROPERTY RIGHTS OF ANY THIRD PARTY.

### **7. TERM; TERMINATION**

7.1 Term: The term of this Agreement will commence upon Subscriber's payment of the initial fees and continue thereafter until termination as set forth herein (the "Term").

7.2 Termination for Convenience. Subscriber may terminate this Agreement at any time upon written notice to MediDrive. MediDrive may terminate this Agreement, for convenience, upon thirty (30) days written notice to Subscriber.

7.3 Termination for Breach. MediDrive may terminate this Agreement, and all rights and obligations hereunder, in the event that Subscriber (or an Authorized User) breaches of any provisions hereunder.

7.4 Termination upon Insolvency. This Agreement may be terminated by a party immediately in the event the other party: (i) makes a general assignment for the benefit of creditors, (ii) institutes voluntary bankrupt proceedings, or consents to the filing of a bankruptcy petition against it, (iii) is adjudicated by a court of competent jurisdiction as being bankrupt or insolvent, (iv) seeks or consents to reorganization under any bankruptcy act, or (v) ceases to do business itself or through a successor.

7.5 Modification or Cessation of Platform. MediDrive may terminate this Agreement, at any time, if the Platform is no longer available for commercial use.

7.6 Effect of Termination. Upon any termination of the Agreement, Subscriber's right to use the Platform shall immediately cease. Termination of this Agreement shall not relieve either party of any obligation accrued prior to the termination date. Termination shall not affect the obligations of the parties under Sections 1.3, 1.4, 2, 4, 5, 6, 7.6, and 8 - 10.

### **8. CONFIDENTIAL INFORMATION**

8.1 Definition. "Confidential Information" means the Platform, its associated documentation, MediDrive's pricing for the Platform, and other information disclosed by MediDrive under this Agreement that is designated as confidential or that by its nature would reasonably be expected to be kept confidential. Notwithstanding the foregoing, Confidential Information shall not include information that (i) is or becomes publicly available through no act or omission of Subscriber; (ii) was in the lawful possession of Subscriber prior to its disclosure and had not been obtained by such party directly or indirectly from the other party; (iii) is lawfully disclosed to Subscriber by a third-party not bound by a duty of non-disclosure; or (d) is independently developed by Subscriber without access to or use of the Confidential Information.

8.2 Nondisclosure. Subscriber agrees to hold the Confidential Information in confidence and to not make the Confidential Information available to a third-party or to use the Confidential Information for any purpose other than performing its obligations or enjoying its rights under this Agreement. Subscriber agrees to use the same degree of care that it uses to protect its own confidential information, but in no event less than a reasonable standard of care, to ensure that Confidential Information is not disclosed in violation of the provisions of this Agreement.

8.3 Required Disclosure. Notwithstanding the foregoing, Subscriber may disclose the Confidential Information to the extent that such disclosure is required by law or court order, provided, however, that Subscriber provides MediDrive prior written notice of such disclosure and reasonable assistance in obtaining an order protecting the Confidential Information from public disclosure.

8.4 Termination/Expiration. After termination of this Agreement, and except as stated in Section 2.3, Subscriber shall return or otherwise certify the destruction of any Confidential Information in its possession.

### **9. DISPUTE RESOLUTION**

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES EACH USER TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH MEDIDRIVE AND LIMITS THE MANNER IN WHICH IT CAN SEEK RELIEF FROM US.

9.1 Binding Arbitration. To the fullest extent permitted by law all disputes, claims, or controversies arising out of this Agreement and the Platform (collectively, "Disputes"), shall be finally settled by binding arbitration administered by the American Arbitration Association ("AAA") under the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the AAA, as modified by this Agreement. There shall be one arbitrator appointed in accordance with the AAA Rules,

and Subscriber waives its rights to have Disputes resolved in a court; provided, however, that this Agreement to arbitrate does not extend to Disputes in which either party seeks injunctive relief in a U.S. court of law. The language of the arbitration shall be English. The arbitration proceedings and decision of the arbitrator(s) shall be kept confidential (and may not be disclosed) by the parties or the arbitrator(s), except to the extent necessary to compel any award made by the arbitrator(s).

9.2 No Class Arbitrations, Class Actions or Representative Actions. Any Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

9.3 Location. The location of the arbitration shall be in Kings County, New York.

9.4 Jurisdiction. To the extent that any lawsuit or court proceeding is permitted under this Agreement, Subscriber agrees to submit to the personal and exclusive jurisdiction of the state courts and federal courts located in Kings County, New York. The parties hereto agree to waive any right to trial by jury in any action in connection with this Agreement, and, if such waiver of jury trial is unenforceable, then the parties agree to the appointment of a judicial referee as may be permitted pursuant to applicable law.

9.5 Time Limit for Claims. Any claim under this Agreement by Subscriber must be brought within one (1) year after the cause of action arises, or such claim or cause of action is otherwise barred.

## **10. MISCELLANEOUS**

10.1 Relationship Between the Parties. This Agreement shall not be construed as creating any agency, partnership, joint venture, or other similar legal relationship between the parties; nor will either party hold itself out as an agent, partner, or joint venture party of the other party.

10.2. Compliance with Law. Each party shall comply with all applicable laws in its performance under this Agreement.

10.3. Notice. Whenever notice is required to be given under this Agreement, such notice shall be in writing and shall be addressed to the recipient at the Notice Address of such party, or to such other address as the addressee shall have last furnished in writing to addressor.

10.4. Waiver. No waiver shall be implied from conduct or failure to enforce rights. No waiver shall be effective unless in a writing signed by both parties.

10.5. Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remaining provisions shall remain in full force and effect.

10.6. Assignment. Subscriber may not assign this Agreement, whether by operation of law or otherwise, without the prior written consent of MediDrive. MediDrive may assign and delegate this Agreement to its affiliates and any successor in the event of a change in control. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

10.7. Governing Law. This Agreement shall be construed and governed in all respects according to the laws of the State of New York without regard to its conflict of law rules.

10.8. Force Majeure. MediDrive shall not be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any Act of God, or any government or any governmental body, epidemic, pandemic, war, insurrection, acts of terrorism, the elements, strikes or labor disputes, cyberattack, or other similar or dissimilar causes beyond MediDrive's control. Subscriber acknowledges that the performance of certain MediDrive obligations may require the cooperation of third parties and outside the control of MediDrive. In the event such third parties fail to cooperate with MediDrive in a manner that reasonably permits MediDrive to perform its obligations, such failures shall be considered as causes beyond the control of MediDrive.

10.9 Entire Agreement. This Agreement and any additional terms referenced herein shall constitute the complete agreement between the parties and supersedes all previous agreements or representations, written or oral, with respect to the subject matter hereof. MediDrive reserves the right, at its sole discretion, to change, modify, add, or

remove portions of this Agreement, at any time. If MediDrive makes material changes to this Agreement, it will provide notice thereof to the email address provided by Subscriber. Subscriber's continued use of the Platform following any such change indicates Subscriber's agreement to and acceptance of any such changes. It is expressly agreed that any terms and conditions of any purchase order or similar instrument of Subscriber shall be superseded by the terms and conditions of this Agreement to the extent that such terms may be in conflict.

## MediDrive Pricing Summary

As of August 1, 2024 MediDrive's pricing is as follows:

- Sedan (ambulatory) and Wheelchair Accessible Vehicle (WAV) is \$2.00 per booked and completed ride.
- Extra Large Wheelchair Accessible Vehicle, Stretcher Vehicle, Basic Life Support or Advanced Life Support, or any other specialty vehicle is \$12.00 per booked and completed ride.
- All cancellation fees will be passed on to the subscriber with no MediDrive service fee.
- Management of a provider practice owned vehicle will be \$5.00 per vehicle per day when the MediDrive platform is used to manage such vehicle.