

BETTERDOCTOR TERMS OF USE

Last updated: April 4, 2024

Welcome to BetterDoctor.

Quest Analytics, L.L.C. d/b/a BetterDoctor, Inc., its wholly owned subsidiary (“**BetterDoctor**,” “**we**,” “**our**,” or “**us**”) makes this website <http://betterdoctor.com/> and all software, services, extensions, subdomains, and application programming interfaces related to the website (collectively, our “**Portal**”) available for your use subject to this Terms of Use Agreement (this “**Agreement**”). This Agreement also governs your use of, and interaction with, BetterDoctor’s Services, as more fully described in Section 1 (our “**Portal**” together with our “**Services**”, collectively, our “**Platform**”).

IMPORTANT NOTICE: Your use of our Platform is subject to an arbitration provision in Section 5 of this Agreement requiring all claims to be resolved by way of binding arbitration. By entering into this Agreement, you and BetterDoctor hereby waive any right to participate in a class-action lawsuit or class-wide arbitration.

1. OUR SERVICES

1.1. BetterDoctor Services. BetterDoctor provides products and services to health plans, health systems and other entities (“**Customers**”) to help collect and validate information related to providers of health care services (each, a “**Provider**”) (collectively, our “**Services**”). Our Portal allows Providers to easily review, update, and verify their Provider Information (defined below) either personally or through an authorized practice manager, credentialing party, or other Provider agent (collectively, an “**Agent**”). By using Provider Information submitted through our Portal in combination with additional data verification processes, BetterDoctor is able to assist both Customers and Providers in maintaining accurate information related to such Providers.

1.2. Provider Information. Providers or Agents may submit or confirm Provider-related information including but not limited to: information required by health plans, health systems, and other healthcare entities, as well as information required to comply with state and federal regulations (collectively, “**Provider Information**”) which includes, but is not limited to: name; specialty; address; location telephone number; and other data elements as required from time to time to meet regulatory or contractual requirements.

1.3. Submission of Provider Information. You hereby grant to BetterDoctor a transferable, nonexclusive, sub-licensable, worldwide, perpetual, irrevocable, royalty-free, fully-paid up right and license to use, reproduce, adapt, publish, display, distribute, aggregate, create derivative works or compilations of, and otherwise use Provider Information for the purposes of: performing our contractual obligations to our Customers, complying with law enforcement, and carrying out BetterDoctor commercial purposes subject to applicable law.

1.4. Provider Information Restrictions. You may not upload, post, or transmit any Provider Information that: (a) would violate or infringe the proprietary, privacy, publicity, or intellectual property rights of BetterDoctor or any third party; (b) is obscene, defamatory, threatening, harassing, abusive, or libelous; (b) violates any applicable law, statute, ordinance, or regulation; (c) any information that relates to the past, present, or future physical or mental health or condition of an individual. (collectively, “**Individually Identifiable Health Information**”). Providing any such information may be grounds for termination from use of our Services. We reserve the right, but have no obligation, to pre-screen, review, flag, filter, modify, refuse, or remove any and all Provider Information from our Services. You are responsible for ensuring that the profile obtained in this directory is that of the physician being sought. We cannot and do not assume any responsibility for your use or misuse of Provider Information, or any other information transmitted, monitored, stored, or received while using our Platform.

1.5. Data and Intellectual Property Ownership. BetterDoctor hereby acknowledges and agrees that as between you and BetterDoctor, you exclusively own all right, title, and interest worldwide to the Provider Information you submit via the Platform. You hereby acknowledge and agree that as between you and BetterDoctor, BetterDoctor exclusively owns all right, title, and interest worldwide: (i) to any data and content that BetterDoctor makes available to you via the Platform (the “**BetterDoctor Data**”), including any and all modifications, enhancements, improvements, transformations or derivative works thereof, and to all intellectual property rights worldwide thereto, (ii) to all modifications, enhancements, improvements, transformations or derivative works created by or on behalf of BetterDoctor of Provider Information (“**Provider Information Derivatives**”) and to all intellectual property rights worldwide thereto, and (ii) to the Platform and to all intellectual property rights worldwide thereto. To the extent that you have or assert any rights in any

BetterDoctor Data, Provider Information Derivatives, or the Platform arising out of, or related to your Provider Information, you hereby irrevocably and in perpetuity assign to BetterDoctor all worldwide rights, title, and interest you may have therein.

- 1.6. Representations.** You (individually or in your role as an Agent) hereby represent and warrant that: (a) you (i) are over the age of 18; and (ii) have the power and authority to enter into and perform your obligations under this Agreement; (b) all Provider Information you submit or confirm to us is truthful, accurate and complete to the best of your knowledge; (c) you understand, acknowledge, and agree that Provider Information you submit or confirm may be: (i) used by Customers to meet regulatory requirements for provider information accuracy and/or the Centers for Medicare and Medicaid Services (“CMS”) member directory reporting; and (ii) subject to outside audit by a regulatory authority, such as CMS; (d) you will comply with the terms and conditions of this Agreement.

2. OUR PORTAL AND TECHNOLOGY

- 2.1. Grant of License to Provider.** On the condition that you comply with all your obligations under this Agreement, we hereby grant to you a limited, revocable, non-exclusive, non-transferable, non- sublicensable right and license to access our Portal for Provider’s own non-commercial use solely to enable Provider to submit, confirm, and otherwise attest to the Provider Information. We reserve all rights not otherwise expressly granted by this Agreement. Any use of our Portal that exceeds the rights expressly granted in this Agreement is strictly prohibited and constitutes a violation of this Agreement, which may result in the termination of your right to access and use our Portal.

- 2.2. Modification.** We may discontinue or alter any aspect of our Portal, change the user experience and add new user functionality and applications, restrict the time our Portal is available, and restrict the amount of use permitted at our sole discretion and without prior notice or liability to you. We may also install bug fixes, updates, patches, and other upgrades to our Portal without prior notice or liability to you.

- 2.3. Removal of Access.** Your access to our Portal is provided on a temporary basis with no guarantee for future availability. You agree that we may immediately suspend or terminate your access to our Portal or any part thereof. Cause for such measures include, without limitation: (a) breach or violation of this Agreement or other incorporated agreements or guidelines; (b) discontinuance or material modification to our operations; (c) unexpected technical or security issues or problems; (d) extended periods of inactivity; or (e) your engagement in fraudulent or illegal activities. You further agree that such measures may be taken in our sole discretion and without liability to you or any third party.

- 2.4. Links; Third Party Materials.** Our Portal may include material owned or licensed by third parties, as well as open-source software, and links to websites owned by third parties (collectively, “**Third Party Materials**”). BetterDoctor uses commercially reasonable efforts to maintain the Third-Party Materials provided through our Portal, but disclaims any liability or obligation to you in respect of your right to use of Third Party Materials. Therefore, you acknowledge and agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, in connection with, resulting from your use of or reliance on any Third Party Materials available on or through our Portal. For the avoidance of doubt, any Third Party Materials are provided strictly “AS IS” without warranty of any kind to the extent permitted by applicable law. To the extent available, we strongly encourage you to review any separate terms of use and privacy policies governing use of Third Party Materials.

- 2.5. Feedback; Submissions.** We welcome your suggestions, feedback, ideas, concepts, comments, illustrations, and other materials regarding our Platform or any of our other services (collectively, “**Submissions**”). Your Submissions will become our property upon your submission to us. By submitting your Submissions to us, you agree to assign, and hereby irrevocably assign to us, all right, title, and interest in and to the Submissions and all copyrights and other intellectual property rights embodied in such Submissions on a worldwide basis. We will be free to use, copy, distribute, publish and modify your Submissions on an unrestricted basis, without compensation to you. Moreover, you hereby assign or waive, as the case may be, any moral rights that you may have in or to the Submissions.

- 2.6. Restrictions.** You may not directly or indirectly: (a) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party any portion of our Platform in any way; (b) copy, modify, adapt, alter, translate, create derivative works, reverse engineer, decompile, disassemble, or otherwise attempt to learn the source code, structure, or ideas upon which our Platform is based; (c) use our Platform or BetterDoctor Content to develop a competing service or product; (d) use any device, software, malicious code or destructive routine intended to damage or otherwise interfere with the proper functioning of

our Platform, servers, or networks connected to our Platform or take any other action that interferes with any other person's use of our Platform; (e) decrypt, transfer, create Internet links to our Platform, or "frame" or "mirror" our Platform on any other server or wireless or Internet-based device; (f) use or merge our Platform or any component thereof with other software, databases, or services not provided or approved by us; (g) circumvent or attempt to circumvent any electronic protection measures in place to regulate or control access to our Platform; (h) use our Platform for unlawful purposes; (i) develop, distribute, or sell any software or other functionality capable of launching, being launched from, or otherwise integrated with our Platform; (j) use any bot, spider, or other automatic or manual device or process for the purpose of harvesting or compiling information on our Platform for any reason; (k) delete, modify, hack, or attempt to change or alter our Platform, BetterDoctor Content, or notices on our Platform; (l) connect to or access any BetterDoctor computer system or network other than our Platform; (m) impersonate any other person or entity to use or gain access to our Platform; or (n) in any way that otherwise violates this Agreement.

3. DISCLAIMERS

3.1. General. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE, AND AT YOUR SOLE RISK. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT. WITHOUT LIMITATION, WE MAKE NO WARRANTY THAT OUR PLATFORM WILL MEET YOUR REQUIREMENTS, THAT USE OF THE FOREGOING WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY AND ANY CONTENT OR INFORMATION FOUND ON OUR PLATFORM WILL BE ACCURATE OR RELIABLE, THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF OUR PLATFORM WILL BE CORRECTED, VIRUS-FREE, OR THAT THE QUALITY OF INFORMATION OF INFORMATION, CONTENT, OR OTHER MATERIALS OBTAINED THROUGH OUR PLATFORM WILL MEET YOUR EXPECTATIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

4. INDEMNITY; LIMITATION OF LIABILITY

4.1. Indemnity. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS BETTERDOCTOR, OUR OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, DEMANDS, OR EXPENSES, INCLUDING ATTORNEY'S FEES AND COSTS AND EXPENSES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH: (A) YOUR MISUSE OF OUR PLATFORM, (B) YOUR VIOLATION OF THIS AGREEMENT, (C) YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF ANY THIRD PARTY, AND (D) YOUR NEGLIGENCE OR WILLFUL MISCONDUCT.

4.2. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL BETTERDOCTOR BE LIABLE FOR ANY DIRECT OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE OUR PLATFORM. IF YOU ARE DISSATISFIED WITH OUR PLATFORM, OR WITH THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING OUR PLATFORM. IN ANY EVENT, THE TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR THE USE OF ANY OR ALL PARTS OF OUR PLATFORM IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO ONE HUNDRED DOLLARS (\$100.00).

4.3. For California Residents. IF YOU ARE A CALIFORNIA RESIDENT OR COULD OTHERWISE CLAIM THE PROTECTIONS OF CALIFORNIA LAW, YOU FURTHER EXPRESSLY WAIVE THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO THE CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND YOU HEREBY EXPRESSLY WAIVE AND RELINQUISH ALL RIGHTS AND BENEFITS UNDER THAT SECTION AND ANY LAW OF ANY JURISDICTION OF SIMILAR EFFECT WITH RESPECT TO YOUR RELEASE OF ANY CLAIMS YOU MAY HAVE AGAINST BETTERDOCTOR.

5. DISPUTE RESOLUTION AND GOVERNING LAW

5.1. Governing Law. This Agreement will be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Delaware, without reference to its conflicts or choice of law principles. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation, neither party will bring a legal action, regardless of form, arising out of or related to this Agreement more than one year after the cause of action arose.

5.2. Dispute Resolution. To the extent feasible, the parties desire to resolve any dispute, claim or controversy

arising out of or relating to your use of or access to our Platform or BetterDoctor Technology, this Agreement or the breach, termination, enforcement, interpretation, or validity of this Agreement, including the determination of the scope or applicability of this agreement to arbitration (a “Dispute”) through discussions and negotiations between each other. The parties agree to attempt to resolve any Disputes by negotiation with the other party (by phone, electronic correspondence, or written correspondence). If we are not able to resolve any Dispute ourselves, you and BetterDoctor agree to resolve such Dispute through confidential binding arbitration as set forth below.

5.3 Binding Arbitration. If you and BetterDoctor are unable to resolve a Dispute through informal negotiations, either you or BetterDoctor may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes (“AAA Consumer Rules”) both of which are available at the AAA website www.adr.org. The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement you and BetterDoctor may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. You hereby agree that you understand the consequences of agreeing to binding arbitration under this Section. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE PROVIDER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER PROVIDER OR USER.

6. MISCELLANEOUS

6.1. Independent Contractors. You understand and expressly agree that you and BetterDoctor are independent contractors and not agents or employees of the other party. Neither you nor BetterDoctor has any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

6.2. Business Relationship. BetterDoctor acquires Provider contact information through various sources, including BetterDoctor’s Customers, public sources (such as public directory, advertisements, or websites), and other data providers. BetterDoctor relies on contact information and the Customer’s business relationships to contact Providers. You acknowledge and agree that by virtue of using our Platform and in connection with your use of BetterDoctor’s Services, you and BetterDoctor have entered into, and have established, a business relationship until terminated by either party. As such, you consent to, and you acknowledge that BetterDoctor may: (a) update your profile with information obtained from third party sources; (b) contact you by phone, email, text, fax, or other media now or in the future; and (c) take all other actions necessary to keep your Provider Information complete and current. In the event the business relationship between you and BetterDoctor terminates, BetterDoctor may still contact you for transactional reasons on behalf of our Customers in our role as our Customer’s agent.

6.3. Consent To Do Business Electronically. We use and rely upon electronic records and electronic signatures for the execution and delivery of this Agreement and any other agreements, undertakings, notices, disclosures or other documents, communications or information of any type sent or received in accordance with this Agreement and in performing our obligations and exercising our rights under this Agreement. Neither you nor BetterDoctor will prevent or inhibit in any way the other party from printing, saving, or otherwise storing electronic records sent or otherwise made available to the other party. You agree not to contest the authorization for, or validity or enforceability of, electronic records and electronic signatures, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files, or electronic records are to be in writing or signed by you to be bound thereby. You will bear your own costs and expenses in conducting business electronically, and will undertake all steps necessary, including software, hardware, and other equipment upgrades and purchases, in order to be able to conduct business electronically.

6.4. Entire Agreement. This Agreement constitute the entire agreement between you and BetterDoctor with respect

to the subject matter hereof and supersede all prior agreements, both oral and written, with respect to the subject matter hereof. Our failure to enforce any provision of this Agreement will not be deemed to be a waiver of our right to enforce them. If any term or provision of this Agreement will be held to be invalid, illegal, or unenforceable, the remaining terms and provisions of this Agreement will remain in full force and effect, and such invalid, illegal, or unenforceable term or provision will be deemed not to be part of this Agreement. We may revise and update this Agreement from time to time, and will post the updated Agreement to our Portal. UNLESS OTHERWISE STATED IN THE AMENDED VERSION OF THIS AGREEMENT, ANY CHANGES TO THIS AGREEMENT WILL APPLY IMMEDIATELY UPON POSTING. Although we are not obligated to provide you with notice of any changes, any changes to this Agreement will not apply retroactively to events that occurred prior to such changes. Your continued use of our Platform will constitute your agreement to any new provisions within the revised Agreement.

- 6.5. Equitable Relief.** You agree that breach of the provisions of this Agreement would cause irreparable harm and significant injury to us which would be both difficult to ascertain and which would not be compensable by damages alone. As such, you agree that we have the right to enforce the provisions of this Agreement by injunction (without necessity of posting bond), specific performance, or other equitable relief without prejudice to any other rights and remedies we may have for your breach of this Agreement.
- 6.6. Assignment.** You may not assign, transfer, or sell (voluntarily or by operation of law) your rights or obligations under this Agreement, nor delegate your duties hereunder to any other person, without our prior written consent. Any purported assignment without our consent will be void and will constitute a breach of this Agreement. We may assign this Agreement or delegate or subcontract our obligations under this Agreement at any time.
- 6.7. Force Majeure.** Neither you nor BetterDoctor will be liable for inadequate performance to the extent caused by a condition (natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond either party's reasonable control.
- 6.8. Survival.** The provisions of this Agreement that by their content are intended to survive the expiration or termination of this Agreement, including, without limitation, provisions governing ownership and use of intellectual property, disclaimers, liability, indemnification, governing law, jurisdiction, venue, remedies, rights after termination, and interpretation of this Agreement, will survive the expiration or termination of this Agreement for their full statutory period.
- 6.9. Contact Us.** With questions, email support@betterdoctor.com or submit your question through our support services help desk at <https://betterdoctor.desk.com/>. You can write to us at: BetterDoctor, Inc. 9225 Indian Creek Pkwy, Suite 200, Overland Park, KS 66210.