

## MAVEN PROJECT TERMS OF USE

Last updated and effective as of June 1, 2023

These MAVEN Project Terms of Use (these “**Terms of Use**”) constitute a legal contract between you, as an individual (“**you**” or “**your**”), and The MAVEN Project (“**MAVEN Project**”) regarding your use of and access to the platforms, systems, networks, servers, web sites, web portals, Internet infrastructure, underlying software and code, and other technologies made available to you by or on behalf of MAVEN Project (all of the foregoing collectively, the “**Platform**”), including those made available to you in connection with any service or services that MAVEN Project may provide to you and/or, if applicable, your clinic or employer (collectively, “**Services**”).

**BY USING THE PLATFORM OR ANY PORTION THEREOF, YOU AGREE TO ALL OF THE PROVISIONS OF AND TO BE BOUND BY THESE TERMS OF USE, INCLUDING THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY BELOW. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU ARE NOT AUTHORIZED TO ACCESS OR USE ANY PORTION OF THE PLATFORM.**

1. Changes to Terms of Use. MAVEN Project may change any term in these Terms of Use. The changes will appear in these Terms of Use and will be effective immediately. Your continued use of the Platform after such changes are posted will constitute your acceptance of these changes. Therefore, you should read these Terms of Use each time you access the Platform, before you begin using the Platform. You may print a copy of these Terms of Use for your reference.

2. Grant of License; Privacy Statement.

(a) MAVEN Project grants you a limited, non-exclusive, nontransferable, license to use the user facing features and functionalities of the Platform that are generally made available by or on behalf of MAVEN Project to its clinic, clinical provider and physician volunteer end users (the “**Features**”), including the ability to access, view, and use the Features, and upload and download permitted content, in each case, in accordance with these Terms of Use and any separate agreement between MAVEN Project and the clinic where you are employed (your “**Clinic**”). You are only authorized to use the aspects of the Platform that constitute Features, and then only for your business purposes and the business purposes of your Clinic. All rights of MAVEN Project or its licensors in or to the Platform or any component thereof not expressly granted herein are hereby reserved.

(b) By using the Platform, you are also agreeing to our [Privacy Policy](#) (“**Privacy Policy**”).

3. Eligibility for Use.

(a) You agree to use the Platform and all Features solely in accordance with all applicable laws, rules and regulations, or other restrictions, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8, as amended, including federal privacy regulations and security standards

(“HIPAA”). Until such time that MAVEN Project notifies you otherwise, all data, including the medical records and supporting documentation of your patients, that constitute protected health information under HIPAA shall have first been de-identified by you or your Clinic in accordance with 42 C.F.R. § 164.516(b) before you send such data to MAVEN Project or any volunteer physician, educator, mentor or other volunteer (each a “Volunteer” and collectively, “Volunteers”) on or through the Platform.

(b) By using the Platform, you are representing to MAVEN Project that you are at least 18 years of age or older.

(c) You agree that MAVEN Project does not provide any clinical medical or health care provider services to your patients. You acknowledge and agree that your reliance on any information or advice delivered by MAVEN Project or any Volunteer is solely at your own risk, and you assume full responsibility for this and all risks associated with providing medical advice to your patients.

#### 4. Security.

(a) Your password is the property of MAVEN Project and for security reasons must not be disclosed to any other person. You are responsible for maintaining the confidentiality of your password and for all activities that occur under your password or your profile (“User Profile”) (including the activities of any other person under your account). You acknowledge and agree that uploading any false, misleading, or misrepresentative data is a violation of these Terms of Use, which shall give MAVEN Project the right to terminate your account and Services.

(b) You agree to: (i) immediately notify MAVEN Project of (A) any unauthorized use of your password or your User Profile, (B) any unauthorized use of the User Profile of any other person affiliated with your Clinic (if applicable) of which you become aware, or (C) any other breach of security relating to the Services, the Platform, or your User Profile; and (ii) ensure that you exit from your account at the end of each session. MAVEN Project cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 4.

(c) MAVEN Project may (but is not obligated to) terminate your account and Services, or place your account and Services on hold in order to protect you, MAVEN Project or other users of the Platform from identity theft, fraudulent activity or other security concerns.

#### 5. Usage Rules and Limitations.

(a) Except as explicitly authorized in these Terms of Use, you may not, either directly, indirectly, or through the use of any device, software, internet site, web-based service, or other means copy, record, download, stream capture, archive, reproduce, distribute, upload, modify, display, translate, broadcast, perform, publish, license, create derivative works from, offer for sale or use, transmit or retransmit, any part of the Platform. You also agree not to (and agree not to permit others to) (i) circumvent, remove, alter, deactivate, degrade or thwart any of the content or security protections on the Platform; (ii) use any robot, spider, scraper or other automated means to access the Platform; (iii) decompile, reverse engineer or disassemble the Platform, any aspect thereof, or any software or other products or processes accessible through

the Platform; (iv) upload or insert any code or product or manipulate the content of the Platform in any way; or (v) use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Platform, including any software viruses or any other computer code, files or programs. MAVEN Project may terminate your Services, account, or use of the Platform if you violate these Terms of Use or are engaged in any illegal or fraudulent use thereof.

(b) Any unauthorized use (commercial or otherwise) by you of the Platform or any portion thereof is expressly prohibited. You will not take any action that imposes an unreasonable or disproportionately large load on the Platform or any portion thereof as determined by MAVEN Project in its sole discretion.

(c) As between you and MAVEN Project, you acknowledge and agree that the Platform and each portion thereof, including but not limited to all Features, are and shall be owned and controlled solely by MAVEN Project. The Platform and the Features are protected by copyright, trademark and other intellectual property laws. You may not either directly, indirectly, or through the use of any device, software, internet site, web-based service, or other means remove, change, delete, alter, bypass, avoid, interfere with, or circumvent any copyright, trademark, or other proprietary notices or legends contained within any element of the Platform, or any security features or protocols thereof.

#### 6. Modification, Suspension, and Discontinuation.

(a) MAVEN Project may change, suspend, or discontinue - temporarily or permanently - some or all of the Platform or Features, with respect to any or all users, at any time without notice. MAVEN Project reserves the right to substitute any Features with other Features of equal or better quality. You agree that MAVEN Project will not be liable to you for any modification, suspension, or discontinuance of any of portion of the Platform or Features.

(b) MAVEN Project has the right in its sole discretion to determine the appearance, design, form, functionality, and all other aspects of the Platform and/or Features, including by redesigning, modifying, removing, or restricting access to any of them. You agree that the form and substance of the Platform and Features provided to you may change from time to time without prior notice to you. In addition, you acknowledge and agree that the Platform and Features may not be available from time to time, including without limitation, due to maintenance or service or network disruptions, and by your use of any part of the Platform, you agree to hold harmless MAVEN Project from and against any claims that you, your Clinic, or your patients may have as a result of any such unavailability.

#### 7. Third-Party Sites and Services.

(a) To facilitate certain Features, including to store, process, and/or transmit information and data, MAVEN Project may license software, tools and services from third-party providers. By accessing and using the Features, you expressly authorize and direct us, on your behalf, to electronically provide and retrieve such information and data to, from, and using such third parties and software, tools and services.

(b) We cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain data or loss of data, personalized settings or other service interruptions. We expressly disclaim any responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications or personalized settings.

(c) At any time and from time to time, we may revise these Terms of Use as necessary to conform to the requests or requirements of our third-party providers, including by passing through additional terms of use required by such providers. You agree to any such additional pass-through third-party terms and conditions.

(d) The Platform may contain hyperlinks to sites operated by persons other than MAVEN Project. In the event that such hyperlinks result in you entering the site of a third party, then you will be subject to the terms of service or use and privacy policy of such third party, so please review such terms carefully. Further, such hyperlinks are provided for your reference and convenience only and do not mean that MAVEN Project endorses the content on or the operators of these sites. You agree not to hold MAVEN Project responsible for your use of such sites, or the content or operation of such sites. You are solely responsible for determining the extent to which you may use any content at any other sites to which you might link from the Platform.

8. Indemnification. You agree to indemnify and hold harmless each of MAVEN Project, its affiliates, and the officers, directors, employees, and Volunteers thereof from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Platform, violation of these Terms of Use, or infringement of any intellectual property or other right of any person or entity.

9. Your Content.

(a) The Platform may contain and include data, text, software, photographs, images, graphics, videos, messages or other information, materials or content that you or other users of the Platform have uploaded, posted, emailed, transmitted, stored or otherwise made accessible to, on or via the Platform (collectively, "**Content**"), some of which you or other Platform users may make available to others through the Platform or otherwise, such as through webinars or posting of educational content (collectively, "**Public Content**").

(b) We do not claim ownership of the Content. You understand that all Content, whether or not Public Content, is the sole responsibility of the person making such Content available on, via or through the Platform. This means that you, and not us, are entirely responsible for all Content that you upload (or that we upload for you), post or otherwise make available on the Platform. You are responsible for any lost or unrecoverable Content, and should regularly backup all of your Content. We do not control any of the Content and, as such, do not guarantee the accuracy, integrity or quality of the Content. By submitting Content to us, you represent that you have all necessary rights to do so, without any obligation by us to pay any fees or be subject to any restrictions or limitations, and you hereby grant us a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully paid, sub-licensable and transferable license to use, host, reproduce, distribute, prepare derivative works of, modify, display, and perform all or any portion of such Content (i) as necessary for purposes of operating and providing the Platform and

Services, and (ii) with respect to Public Content, for any other purpose, including without limitation for purposes of promoting and redistributing part or all of such Public Content (and derivative works thereof), in any media format, and through any media channels. You understand and agree that we do not control how other users use the Content that you make accessible to them, and that such Content may be reposted or repurposed. You also understand and agree that, with your permission, we may use, modify, post, or re-post Content containing no identifying data, as promotional materials, such as “E-Consults of the week”.

(c) You agree not to upload or post to or via the Platform: (i) infringing, defamatory, obscene, pornographic, threatening, abusive, violent, illegal, rude, harassing, or otherwise improper Content, (ii) viruses or other harmful items, or (iii) Content with a commercial purpose (such as offers to sell products or services). Under no circumstances will we be liable in any way for any Content.

(d) We and our designees shall have the right (but not the obligation), in our sole discretion, to pre-screen, refuse, remove, or move any Content that is available through the Platform. Without limiting the foregoing, we and our designees shall have the right to remove any Content that violates this Terms of Use or is otherwise objectionable. You must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of Content. In this regard, you acknowledge that you may not rely on any Content, whether created by us or submitted to us.

(e) We may access, preserve, disclose, and use your account information and Content if required to do so by law or in a good faith belief that such access, preservation, disclosure, or use is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms of Use; (iii) respond to claims that any such information or Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect our (or our users or the public’s) rights, property, security, or safety.

(f) The technical processing and transmission of the Features and any Content may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting third-party providers, networks or devices.

(g) You may voluntarily provide suggestions, comments or other feedback. We are not required to hold such feedback in confidence, and such feedback may be used by us for any purpose without obligation to you of any kind; provided, that we will not disclose the source of specific feedback without your consent; and nothing in these Terms of Use restricts the use by you of such feedback or ideas that you provide to us.

#### 10. Limitation of Liability; Disclaimers.

(a) Transmission of Data. You expressly consent to MAVEN Project’s storage of information and data that you upload to or via the Platform, which will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by MAVEN Project. To the extent permitted by law, MAVEN Project is not responsible for any of your information or data which is delayed, lost, altered, intercepted or stored during the transmission of any information or data whatsoever across public networks not owned or

operated by MAVEN Project, including, the Internet, third-party websites, and your local network, if any. To the extent permitted by law, you agree that MAVEN Project is not in any way responsible for any interference with your use of or access to the Platform or any portion thereof or security breaches arising from or attributable to the Internet, and you waive any and all claims against MAVEN Project in connection therewith. MAVEN PROJECT DOES NOT CONTROL THE DEVICES OR COMPUTERS OR THE INTERNET OVER WHICH YOU MAY CHOOSE TO ENTER CONFIDENTIAL OR PERSONAL INFORMATION AND CANNOT, THEREFORE, PREVENT INTERCEPTIONS OR COMPROMISES TO YOUR INFORMATION WHILE IN TRANSIT. MAVEN PROJECT MAKES NO GUARANTEE AS TO THE SECURITY, INTEGRITY, OR CONFIDENTIALITY OF ANY INFORMATION TRANSMITTED TO OR FROM THE PLATFORM.

(b) Disclaimer. THE PLATFORM, FEATURES AND SERVICES ARE PROVIDED “AS IS” AND, TO THE FULLEST EXTENT PERMITTED BY LAW, ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, MAVEN PROJECT DOES NOT MAKE ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, COMPLETENESS, AVAILABILITY, SECURITY, COMPATIBILITY OR NONINFRINGEMENT; OR THAT THE PLATFORM, FEATURES OR SERVICES WILL BE UNINTERRUPTED, FREE OF VIRUSES AND OTHER HARMFUL COMPONENTS, ACCURATE, ERROR FREE, OR RELIABLE. IN NO EVENT WILL MAVEN PROJECT, ITS AFFILIATES, AGENTS OR LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON THE PLATFORM, FEATURES, OR SERVICES, INCLUDING WITHOUT LIMITATION, ANY DECISION MADE OR ACTION TAKEN IN VIOLATION OF THESE TERMS OF USE.

11. Governing Law and Jurisdiction. The Platform is owned and operated by MAVEN Project from its offices in California. Your use of the Platform, and any related legal action, shall be governed by the laws of the State of California, without regard to conflict of laws principles. The sole jurisdiction and venue for any litigation arising out of your use of or inquiries to the Platform shall be an appropriate federal or state court located in County of San Francisco in the State of California.

12. Mandatory Arbitration. Notwithstanding anything herein, if we elect in our sole discretion to resolve any claim through arbitration, you must cooperate fully with and be bound by such arbitration, without further recourse of any kind. The American Arbitration Association (“AAA”) shall preside over such arbitration. Such arbitration shall be exclusively governed by the laws of the United States and the State of California without regard to its conflict of law provisions. All proceedings shall take place in the County of San Francisco in the State of California. If there is a conflict between the rules of the AAA and any provision of this Terms of Use, this Terms of Use shall govern. You are responsible for all costs that you incur in the arbitration, including without limitation, expert witnesses or attorneys. The reasonable filing fees and arbitrator’s costs and expenses shall be advanced by us. However, if the arbitration is decided in our favor, you must reimburse us for all of our fees, costs, and expenses related to the arbitration, including without limitation, all fees, costs, and expenses related to filing, arbitrators, expert witnesses, attorneys, and other third parties.

13. No Waiver. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

14. Severability. If any provision in these Terms of Use is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.