

MASTER SERVICES AGREEMENT

This Master Services Agreement (this “***Agreement***”) is entered into and made effective as of 10/1/2025, (the “***Effective Date***”), by and between Radish Health Medical Group, PLLC, a Florida professional limited liability company (“***Radish Health***”), and City of New Braunfels, a (“***Customer***”). Radish Health and Customer may be referred to herein, individually, as a “***Party***” and, collectively, as the “***Parties***.”

RECITALS

WHEREAS, Radish Health engages licensed physicians and other health care professionals (“***Providers***”) experienced in the provision of general primary care and related services (as further described herein, the “***Clinical Services***”) and who provide such Clinical Services (a) via telemedicine using Radish Health’s health software platform enabling audio-video telehealth encounters (the “***Platform***”), which may also be accessed via the Radish Health mobile application (the “***App***”), and (b) via certain specimen collection and certain related health services provided onsite by a Provider;

WHEREAS, the Platform includes a telemedicine telecommunications system, patient monitoring capabilities, and the ability to collect and display patient information, all of which support the Providers’ provision of Clinical Services;

WHEREAS, Customer sponsors a medical benefit plan (the “***Medical Plan***”) for the benefit of its employees and their dependents; and

WHEREAS, as a limited benefit under its Medical Plan, Customer desires to engage Radish Health to provide the Clinical Services via the Platform and via the onsite Provider to employees who are enrolled in the Medical Plan, along with such employees’ dependents who are enrolled in the Medical Plan (collectively, the “***Members***”), and Radish Health agrees to provide the Clinical Services via the Platform and via the onsite Provider to the Members, in each case pursuant to the terms of this Agreement.

NOW, THEREFORE, in exchange for the promises made hereunder and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Radish Health Responsibilities.

1.1 Clinical Services. Radish Health agrees to provide the Clinical Services via the Platform and via the onsite Provider to the Members, as set forth in Exhibit A attached hereto. The Providers shall deliver the Clinical Services in accordance with the standards set forth under this Agreement, including as set forth in Exhibit A. The Parties further acknowledge and agree that only Members who have completed the necessary steps to create and maintain a provider-patient relationship in accordance with applicable laws and professional standards of care (and as more fully described in Exhibit A) will be eligible to receive the Clinical Services.

1.2 Licensure of Providers. The Providers shall be duly licensed, registered, and certified to practice in their respective healthcare professions as required under applicable state law and regulations. Furthermore,

the Providers shall be technologically proficient and trained in the utilization of the Platform. Radish Health is responsible for providing all personnel (including, without limitation, Providers) necessary for the performance of the Services. Notwithstanding the foregoing or anything to the contrary herein, the Parties acknowledge and agree that (a) the Providers are free to exercise their professional judgment with the means, methods, or manner the Providers choose in the provision of the Clinical Services, (b) the Providers shall deliver the Clinical Services based on their sole professional judgment, (c) Radish Health shall neither have nor exercise any control over the professional judgment and medical decision-making of the Providers, (d) the Providers shall not prescribe any controlled substances under this Agreement, and (e) Radish Health does not guarantee any Member will be prescribed or de-prescribed any medication as part of the Clinical Services.

1.3 Medical Records. Radish Health and each Provider will prepare and maintain medical records in connection with the Clinical Services in accordance with all applicable federal, state and local laws and regulations. All medical records generated in connection with the Clinical Services shall be the property of Radish Health.

1.4 Limited License of Platform. During the Term (as defined below) of this Agreement, and subject to Customer's payment of all Fees (as defined below), Radish Health hereby grants to Customer a non-exclusive, non-transferable, limited license to use the Platform for the limited purpose of enabling the Members to use the Platform to receive the Clinical Services during the Term. If Customer or any User (as defined below) is required to agree to any third party software licenses in connection with the use of the Platform, then Customer and/or User shall be responsible for complying with the terms and conditions of those third party software licenses and shall maintain such licenses during the Term of this Agreement. Radish Health does not control and is not responsible for any third-party software or services accessed or used by Customer or any User in connection with Customer's or any User's use of the Platform. The ability to use third party software in connection with the Platform does not imply any endorsement by Radish Health, and Radish Health makes no representations or warranties with respect to any third party software.

1.5 Records and Files. Radish Health shall (a) provide and maintain an adequate system, forms, and other resources for Members to (i) provide the requisite medical history and other information, and (ii) access and agree to Radish Health's informed consent form and other required patient agreements and notices, (b) maintain a file of the Members' information and update the file periodically with information provided by Customer as new Members are added, (c) maintain reasonable procedures to confirm that Providers are duly licensed and qualified to practice their respective professions in the state where the Clinical Services are provided, and (d) provide educational content and materials regarding the use of the Platform and the Clinical Services (the "**Services Content**") in a digital format to use as needed with communications with Members about the Clinical Services (which may include email & SMS text communications from Radish Health directly to Members).

1.6 Support. During the Term of this Agreement, Radish Health will provide Customer and Members with reasonable support in connection with the authorized use of the Clinical Services. Radish Health will provide service updates and bug fixes to the Platform that Radish Health (in its sole discretion) generally makes available to its other similarly situated customers at no charge to Customer.

1.7 Availability.

1.7.1 Availability of Platform. Radish Health shall take commercially reasonable measures to ensure the Platform is available for access and use by Users at all times, except during regularly scheduled and

emergency maintenance. In the event the Platform is unavailable, Radish Health shall take commercially reasonable measures to correct the interruption as promptly as practicable.

1.7.2 Availability of Onsite Provider. Radish Health shall take commercially reasonable efforts to ensure there is an onsite Provider available to the Members, who shall be made available to the Members at the Onsite Service Center. The specific days and times of service delivery shall be mutually determined and agreed upon in writing between Radish Health and Client. The total service allocation shall not exceed eight (8) hours per day for a maximum of three (3) days per week, subject to the parties' mutual agreement and confirmation.

1.8 Representations of Radish Health. Radish Health represents that (a) Radish Health has the authority to enter into this Agreement, (b) Radish Health is not bound by any agreement or arrangement that would preclude it from entering into or from fully performing the Clinical Services, and (c) neither Radish Health nor any Provider delivering Clinical Services under this Agreement (i) are “sanctioned persons” under any federal or state program or law, (ii) have been listed in the current List of Excluded Individuals and Entities by the Office of Inspector General for the U.S. Department of Health and Human Services, (iii) have been listed on the General Services Administration’s List of Parties Excluded from Federal Programs, (iv) have been listed on the U.S. Department of Treasury, Office of Foreign Assets Control’s Specially Designated Nationals and Blocked Persons List, or (v) have been convicted of a criminal offense related to health care. Radish Health will notify Customer within five (5) business days upon becoming aware that any of the representations under this Section 1.8 is no longer accurate.

2. Customer Responsibilities and Representations.

2.1 Services Content. Customer shall use commercially reasonable efforts to internally promote the Services Content, as approved in writing in advance by Radish Health. At a minimum, Customer agrees to deploy mutually-approved Services Content on a quarterly basis to Members and/or a subset of Members whose selection Customer has determined will not constitute a selection that would cause Customer or its group health plan to discriminate against a person with a health status, or which Customer has determined will not cause Customer to fail to comply with all applicable nondiscrimination, health data, or biometric data laws, regulations, and guidance applicable to Customer and/or its Health Plan. Such Services Content shall be delivered by Customer in a manner as mutually agreed to by the Parties (including, without limitation, by emailing, SMS texting handing out, and/or posting Services Content in high-visibility areas during open enrollment, new employee training, as well as uploading Services Content to Customer’s corporate intranet and human resources sites). Customer acknowledges it has no authority to modify any Services Content without the prior written approval of Radish Health. Any and all materials used or created by Customer or its employees or agents to describe the Clinical Services must be approved in writing by Radish Health prior to any distribution by Customer. In addition, Customer hereby authorizes Radish Health to communicate directly with Members for the purpose of (a) promoting the Clinical Services to the Members, and (b) treatment, payment, and health care operations of Radish Health.

2.2 Marketing and Communication. Customer shall satisfy the marketing and communication responsibilities and timelines as defined in any marketing plan created and agreed to by Customer and Radish Health implementation teams.

2.3 Member Data. Within thirty (30) calendar days of the Effective Date, Customer shall provide Radish Health with all Member information and data as described in Exhibit A. Such Member information

shall include, at a minimum, each Member's name, email address, date of birth, gender, address, and phone number, plus any other information required to ensure timely billing, if applicable, and/or delivery of Clinical Services. Radish Health shall specify the format for such files, and Customer's submission will be in compliance with that format.

2.4 Connectivity. The Users are solely responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access, or otherwise use the Platform, including all hardware, software, operating systems, networking, web servers, and telecommunication or Internet connections, and paying for all equipment and telecommunications costs, fees and services required for the Users' access of the Platform. Customer is responsible for maintaining the security of the foregoing equipment and services and User login information, passwords, and files, and Customer acknowledges and agrees that Radish Health shall not be responsible for failing to perform, or for a delay or interruption in performing, the Clinical Services due to a network communications error, failure, or interruption beyond the control of Radish Health. Customer is solely responsible for the configuration of its Platform account and configuration, operation, performance and security of its equipment, networks and other computing resources, including its gateways or other devices and networks used to connect to the Platform.

2.5 Compliance with Documentation. Customer, its employees and contractors, and the Members receiving Clinical Services (collectively, the "**Users**") may only use the Platform in accordance with this Agreement and the then-current documentation, specifications, and instructions regarding the Platform made generally available by Radish Health to the Users (as the same may be modified from time to time in the sole discretion of Radish Health, the "**Documentation**"). Customer is responsible for ensuring that Users comply with this Agreement and the Documentation, and any failure of any User to comply with the terms of this Agreement and the Documentation will constitute a material breach of this Agreement by Customer.

2.6 Compliance with Conditions of Access. Except as expressly authorized by this Agreement, Customer will not, and will not allow any User or other third party (a) to permit any third party to access or use the Platform other than a User, (b) to decompile, disassemble, reverse engineer, or otherwise attempt to derive the trade secrets embodied in the Platform, (c) to use the Platform or any Radish Health Confidential Information (as defined below) to develop a competing product or service, (d) to use the Platform in violation of any export control laws or regulations administered by the U.S. Commerce Department or any other government agency, (e) to remove, minimize, block, or modify any copyright, trademark, proprietary rights, disclaimer, digital watermark, or warning notice included on or embedded in any part of the Platform or Documentation, including any screen displays, etc., or any other products or materials provided by Radish Health, (f) to use the Platform in a manner that violates privacy rights or that constitutes infringement of the intellectual property or other proprietary rights, (g) to use the Platform for fraudulent or illegal purposes, and/or (h) to use the Platform in any manner that otherwise violates the Documentation and any applicable laws, rules, or regulations. Under no circumstances will Radish Health be liable or responsible for any use of, or any results obtained by the use of, the Platform in conjunction with any services, software, content, or hardware that are not provided by Radish Health, and any such use will be at Customer's sole risk and liability.

2.7 Representations. Customer represents that: (a) Customer has the authority to enter into this Agreement, (b) Customer is not bound by any agreement or arrangement that would preclude it from entering into or from fully performing its obligations under this Agreement, (c) Customer is paying the Fees out of its general assets and not from Medical Plan assets, (d) prior to signing the Agreement, Customer had an opportunity to engage its own legal counsel concerning compliance with applicable law governing Customer and its Medical Plan, including the benefits offered to Members under this Agreement, and (e) neither Customer

nor any of its employees, officers or agents (i) are “sanctioned persons” under any federal or state program or law, (ii) have been listed in the current List of Excluded Individuals and Entities by the Office of Inspector General for the U.S. Department of Health and Human Services, (iii) have been listed on the General Services Administration’s List of Parties Excluded from Federal Programs, (iv) have been listed on the U.S. Department of Treasury, Office of Foreign Assets Control’s Specially Designated Nationals and Blocked Persons List, or (v) have been convicted of a criminal offense related to health care. Customer shall notify Radish Health within five (5) business days upon becoming aware any of the representations under this Section 2.7 is no longer accurate.

2.8 Medical Plan Assurances.

2.8.1 Compliance and Responsibilities. Customer understands, acknowledges, and represents that (a) the Clinical Services are offered in connection to the Medical Plan and are offered only to the Members and (b) Customer is solely responsible for complying with the Employee Retirement Income Security Act (“*ERISA*”), the Patient Protection and Affordable Care Act (“*PPACA*”), the Internal Revenue Code of 1986, as amended (the “*Code*”), the Consolidated Omnibus Budget Reconciliation Act, as amended (“*COBRA*”), the Mental Health Parity and Addiction Equity Act (“*MHPAEA*”), and other applicable law governing Customer and/or the Medical Plan, including, without limitation, any such provisions or rules relating to annual or lifetime benefit limits, preventive care, maximum out-of-pocket or cost-sharing restrictions (including, without limitation, restrictions related to HDHPs and associated health savings accounts), HIPAA Requirements (as defined below), all Equal Employment Opportunity Commission non-discrimination or other requirements related to group health plans and the voluntary nature of incentives, continuation coverage requirements, and any required coordination of the benefits with respect to the Clinical Services provided under this Agreement. Customer understands, acknowledges and represents that it has modified, to the extent necessary, any HIPAA Requirements applicable to privacy notices to permit the uses and disclosures of the Medical Plan’s protected health information (as defined in 45 CFR Part 164, “*PHI*”) that may arise from and out of Customer electing to use the Clinical Services and the Platform, including but not limited to use of such information as part of health care operations or for promoting the Clinical Services to the Members (but no additional services offered by Radish Health). Customer shall be responsible for determining which, if any, incentives Radish Health may offer to the Members and the appropriate tax treatment, if any, of such incentives and shall fulfill any applicable federal, state, or local income or employment tax withholding obligations with respect to such provided incentives. Customer further acknowledges and agrees that (w) the Clinical Services provided by Radish Health are only a limited set of services that are a limited benefit under Customer’s Medical Plan and that, standing alone, the Clinical Services do not qualify as minimum essential coverage under the PPACA, (x) Radish Health is not providing any legal or regulatory advice or service to Customer or Medical Plan, (y) Radish Health assumes no fiduciary or other responsibility of any kind with respect to the Medical Plan or its assets, nor for any notices, disclosures, or reporting, and (z) Radish Health is not taking on any administrative or fiduciary functions related to the Medical Plan.

2.8.2 Medical Plan Sponsor and Administration Responsibilities. Customer understands and acknowledges that Customer is responsible for, and shall perform or cause to be performed, all functions of Medical Plan Sponsor and Administrator, and accepts complete responsibility for the Medical Plan and benefits offered to Members under this Agreement (including, but not limited to, the benefit plan design, plan documentation and summary plan description compliance, required participant notices and disclosures, required reporting, determination of eligibility, and claims administration).

2.8.3 Stop Loss Coverage. Customer shall be responsible for coordinating with the Medical Plan's stop loss carrier and other service providers for the Medical Plan and informing such persons of any updates to the design of the Medical Plan due to the Clinical Services described in this Agreement.

2.9 Medical Plan Appeals. Customer shall ensure that any appeals by Members with respect to claims adjudication for Clinical Services provided under this Agreement shall be resolved via the terms of the Medical Plan. Customer acknowledges and agrees that such appeals may require Customer to coordinate with the claims administrator and/or third party administrator of the Medical Plan, and Customer acknowledges and agrees that Customer is solely responsible for such coordination efforts and other claims integration processes.

2.10 Onsite Service Center. Customer acknowledges and agrees that Customer is responsible for providing the onsite Provider with onsite facility space (the "**Onsite Service Center**") to perform the onsite Clinical Services set forth on Exhibit A (the "**Onsite Service Center**"). The provision of the Onsite Service Center shall be mutually agreed upon in writing by the Parties, and the Onsite Service Center shall be sufficient for the onsite Provider to perform the onsite Clinical Services in accordance with professional standards of care. The Parties acknowledge and agree that no PHI will be exchanged between the Parties in connection with the provision of the Onsite Service Center, and any other exchange of PHI in connection with the performance of other obligations under this Agreement shall comply with the applicable terms of this Agreement (including, without limitations, the requirements under this Agreement to comply with HIPAA Requirements).

3. Payment Terms and Fees.

3.1 Fees. Customer agrees to pay, or cause to be paid, to Radish Health the fees specified in Exhibit B attached hereto (the "**Fees**").

3.2 Invoicing and Payments.

3.2.1 Radish Health Invoicing and Payments. Radish Health shall invoice Customer by the fifth (5th) calendar day of each calendar month for the Clinical Services to be rendered and access to the Platform to be provided during the upcoming month. Invoices shall be electronically mailed to Customer at the address set forth in Section 12.5 (Notices) of this Agreement on a monthly basis during the Term of this Agreement. Customer specifically acknowledges and agrees that Customer is responsible for paying all Fees no later than thirty (30) calendar days from the invoice date. Failure to timely pay shall constitute a material breach of this Agreement by Customer, and overdue payments shall bear interest at a rate of one and one half percent (1.5%) per month (or such lesser rate as may be the maximum permissible under law).

3.2.2 Additional Terms for Laboratory Services. Notwithstanding the foregoing, the Parties acknowledge and agree that the Laboratory (as defined in Exhibit B) shall bill a Member's insurance directly for any Laboratory Services (as defined in Exhibit B) performed for such Member. The rates and fees charged for such Laboratory Service shall be determined solely by the Laboratory and shall not be included as part of the Fees based by Customer to Radish Health.

3.3 Effect of Non-Payment. Radish Health shall have the right to immediately suspend or cease all Clinical Services and access to the Platform if Customer fails to timely pay the Fees required hereunder. Additionally, if Customer fails to make any required payment of Fees within sixty (60) calendar days of the invoice date, then Radish Health shall have the right to terminate this Agreement (and the provision of the Clinical Services and access to the Platform) for cause, pursuant to the terms of Section 4.2 below.

3.4 ERISA and Regulatory Considerations Regarding Payments. Customer acknowledges and agrees that applicable law may prevent Customer from paying for any of the Fees incurred by a Member who participates in a high-deductible health plan (“**HDHP**”) offering of the Medical Plan until such time that such Member has satisfied his or her deductible under the HDHP; *provided*, that the foregoing shall not apply with respect to any Fees incurred for Clinical Services that fall within the telehealth safe harbor under Section 223(e)(2)(E) of the Code, as modified under the Consolidated Appropriations Act of 2023 (the “**CAA**”) and effective for plan years beginning before January 1, 2025. Customer acknowledges and agrees that Customer is responsible for determining (a) whether to pay Fees on behalf of a Member who participates in a HDHP, and (b) the applicability of the telehealth safe harbor under Section 223(e)(2)(E) of the Code.

4. Term and Termination.

4.1 Term. The initial term of this Agreement shall be shall become effective upon the date of the final signature and shall remain in effect through September 30, 2028 with the option to renew for two (2) additional terms of one (1) year each (“**Initial Term**”).

4.2 Upon conclusion of the Initial Term, this Agreement shall renew for successive one (1) year terms (each, a “**Renewal Term**” and, together with the Initial Term, the “**Term**”), unless either Party provides written notice to the other Party of its intent not to renew the Agreement at least forty-five (45) calendar days prior to the end of the then-current Term.

4.2 Termination for Cause. Either Party may terminate this Agreement for cause upon a material breach of the terms of this Agreement by the other Party that remains uncured (as determined in the reasonable discretion of the non-breaching Party) for sixty (60) calendar days after receipt by the breaching Party of written notice specifying the material breach.

4.3 Immediate Termination following Specific Events. Either Party may terminate this Agreement immediately by written notice to the other Party upon the occurrence of any of the following events, to the extent applicable: (a) the other Party is listed by a federal agency as being disbarred, excluded, terminated, or otherwise ineligible for federal healthcare program participation, (b) the other Party discontinues operations for at least fifteen (15) calendar days or loses any licensure, accreditation, or certification required for the Party to perform its obligations under this Agreement, or (c) the other Party files a petition in bankruptcy or makes an assignment for the benefit of creditors, or if a receiver is appointed for all or part of the business of the other Party.

4.4 Suspension of Services by Radish Health. Radish Health may, in its sole discretion, immediately suspend or terminate Customer and any User’s access to the Platform and the Clinical Services for any of the following reasons: (a) to prevent damages or risk to, or degradation of, the Platform, (b) to comply with any applicable law, regulation, court order, or other governmental request, (c) to otherwise protect Radish Health from potential legal liability, (d) in response to a breach by any User of the terms of this Agreement or any Documentation, or (e) in the event an invoice remains unpaid by Customer for more than sixty (60) calendar days from the invoice date. Radish Health will use reasonable efforts to provide Customer with notice prior to or promptly following any suspension of access to the Platform. Radish Health will promptly restore access to the Platform as soon as the event giving rise to suspension has been resolved. This Section 4.4 will not be construed as imposing any obligation or duty on Radish Health to monitor use of the Platform by any User.

4.5 Effect of Termination. To the extent the Parties entered into any contracts or agreements related to this Agreement or the subject matter herein, all such contracts and agreements shall immediately and automatically terminate concurrently with the termination of this Agreement. Within ten (10) calendar days of the termination or expiration of this Agreement, each Party shall return to the other Party all equipment, software, and Confidential Information of the other Party, and Customer shall pay in full all Fees due to Radish Health as of the effective date of termination. The Parties also acknowledge and agree that Radish Health is authorized to provide any Clinical Services as needed by Members as part of any transition period, as further set forth below (including any applicable transition fees) under Exhibit B.

5. Intellectual Property and Proprietary Rights.

5.1 Radish Health IP. Radish Health's "**Intellectual Property**" shall mean the Platform, Documentation, and all discoveries, ideas, concepts, designs, inventions (*e.g.*, compositions of matter, machines, processes, algorithms, models, protocols, formulae, methods of doing business), source code, improvements, works, works of authorship (*e.g.*, computer programs and associated documentation, drawings, flow charts, schematics and other works subject to copyright, design right or other like protection), trade secrets, patents, registered designs, works, copyrights, registrations, applications, and other intellectual property owned or licensed by Radish Health. Radish Health's Intellectual Property shall also include, whether owned or licensed, its technology, knowledge and work product relating to the Platform and Documentation, including any Usage Data (as defined below), formulation, design, ideas, inventions, innovations, discoveries, concepts, processes, techniques, architecture, user interfaces, know-how, engineering and research data, proprietary clinical service protocols, algorithms, database design and architecture, templates and associated macros, expert-developed content for patient care management, monitoring and reporting, medical record databases, preclinical and clinical data, specifications, drawings, diagrams, descriptions, reports, and records. Customer understands, acknowledges, and agrees it has no right to transfer or reproduce any Intellectual Property, in whole or in part, or prepare any derivative works with respect to, or disclose Confidential Information pertaining to any Intellectual Property. Customer further acknowledges and agrees that Radish Health owns all right, title, and interest in and to the Platform, Documentation, and all other Intellectual Property, including any changes or modifications or improvements made thereto in connection with or independent of this Agreement. Under no circumstances will Customer be deemed to receive title to any portion of the Platform, Documentation, or other Intellectual Property, title to which at all times will vest exclusively in Radish Health. This includes any Feedback or requests for changes or modifications or improvements made by Customer to Radish Health, in writing or otherwise, it being agreed and understood that any such changes or modifications or improvements are derivative of Radish Health's Intellectual Property and "know-how." Customer will preserve all Intellectual Property from any liens, encumbrances, and claims of any individual or entity. Customer will not use any Confidential Information disclosed by Radish Health to Customer to contest the validity of any Intellectual Property rights of Radish Health or its licensors. Any such use of Radish Health's Confidential Information or data will constitute a material, non-curable breach of this Agreement.

5.2 Customer Content. Customer grants Radish Health a non-exclusive, world-wide, royalty-free license to use the data and other information input by any User on the Platform (the "**Customer Content**") (a) for purposes of performing this Agreement or fulfilling the terms of the Documentation, (b) as directed or instructed by Customer and its Users (*e.g.*, in the context of support requests), or (c) as required by applicable law. Customer understands and agrees that Customer will be responsible for obtaining all rights, permissions, and authorizations with respect to the Customer Content for use as contemplated under this Agreement. Except for the license granted in this Section 5.2, nothing contained in this Agreement will be construed as granting Radish Health any right, title, or interest in the Customer Content. Customer shall retain a copy of Customer

Content outside the Platform. Customer shall comply with all intellectual property laws, marketing laws, advertising laws, privacy laws, and all other laws and regulations related to the Customer Content and shall comply with all legal duties applicable to Customer with respect to the Customer Content. Customer shall provide the relevant Users with all information or notices Customer is required by applicable privacy and data protection laws to provide and, if necessary, obtain the consent of or provide choices to such Users as required by such laws. Radish Health and Customer each agree to apply reasonable technical, organizational, and administrative security measures to keep Customer Content protected in accordance with industry standards, including HIPAA Requirements under 45 CFR Part 164, U.S. Department of Labor cybersecurity guidance, and other applicable federal or state laws or guidance applicable to the protection of personal information. This Section 5.2 states Radish Health's exclusive obligations with respect to Customer Content.

5.3 Usage Data. Subject to any applicable restrictions under HIPAA Requirements, Radish Health shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Platform and related systems and technologies (including information concerning Customer Content and data derived therefrom) (collectively, "**Usage Data**"). Radish Health shall be the sole owner of such Usage Data, and Radish Health may (a) use such Usage Data to improve and enhance the Platform and for other development, diagnostic, and corrective purposes in connection with the Platform and other Radish Health offerings, and (b) disclose such Usage Data solely in aggregated or other de-identified form in connection with its business (including, without limitation, in connection with any clinical trials or studies in which Radish Health or any of its affiliates participates), provided such data does not include (directly or by inference) any information identifying Customer or any User. Radish Health represents and warrants that it will take reasonable measures to ensure such Usage Data is maintained in a de-identified, aggregated form and that the Usage Data cannot be re-identified.

5.4 Third Party Data. The Platform and Documentation may contain material, data, or information provided by third parties ("**Third Party Data**"). Radish Health does not control Third Party Data and is not responsible for its content. Radish Health's inclusion of Third Party Data in the Platform does not imply any endorsement of the information, and Radish Health makes no representations or warranties with respect to any Third Party Data. To the extent possible, Radish Health will pass through to Customer all warranties, indemnities, and other protections offered by the providers of any Third Party Data.

5.5 Feedback. Customer may provide suggestions, comments or other feedback (collectively, "**Feedback**") with respect to the Platform, and Customer acknowledges and agrees that any such Feedback is provided on a purely voluntary basis. Radish Health may use Feedback for any purpose without obligation of any kind to Customer or any User. To the extent a license is required under Customer's intellectual property rights to make use of the Feedback, Customer grants Radish Health and its affiliates an irrevocable, non-exclusive, perpetual, fully-paid-up, royalty-free license to use the Feedback in connection with Radish Health's business, including the enhancement of the Platform.

6. Compliance.

6.1 Legal Compliance. Each Party agrees to comply with all applicable local, state, national and foreign laws, rules, and regulations, including, but not limited to, all applicable data protection, privacy, anti-spam, export and import laws and regulations, in connection with their performance, access and/or use of the Platform under this Agreement. Radish Health does not guarantee that the Platform or the Clinical Services are appropriate and/or available for use in any particular context or location, and Radish Health reserves the

right to modify the Platform for any reason, without notice, and without liability to Customer or any User, to comply with applicable law.

6.2 Regulatory Compliance. Each Party further agrees to comply with all applicable federal, state and local laws in performing its obligations hereunder, and Customer agrees that Customer is solely responsible for ensuring compliance with all such applicable laws relating to Customer Content and Customer's business practices, which include, but are not limited to, the federal and state anti-kickback and self-referral laws and regulations at all times during the Term of this Agreement. The Parties acknowledge that although Radish Health is obligated to perform its obligations under this Agreement, there is no obligation of Radish Health to refer patients to Customer or any affiliate of Customer, and there is no obligation of Customer to refer patients to any person or business entity. Notwithstanding the unanticipated effect of any of the provisions herein, the Parties intend to comply with 42 U.S.C. § 1320a-7b(b) (commonly known as the Anti-Kickback Statute), 42 U.S.C. § 1395nn (commonly known as the Stark Law) and any other federal or state law provision governing fraud and abuse or self-referrals, as such provisions may be amended from time to time. This Agreement will be construed in a manner consistent with compliance with such statutes and regulations, and the Parties agree to take such actions necessary to construe and administer this Agreement accordingly. The Parties represent, covenant, and agree that the Fees due to Radish Health under this Agreement have been determined through good faith and arm's length bargaining to be commercially reasonable. The sole purpose of the payment of the Fees to Radish Health hereunder is to pay fair market value for the performance by Radish Health of its obligations under this Agreement. No amount paid hereunder is intended to be, nor shall be construed as, an inducement or payment for referral of, or recommending referral of, patients by Radish Health (or its employees or agents) to Customer (or its employees or agents) or by Customer (or its employees or agents) to Radish Health (or its employees or agents). In addition, the Fees charged hereunder do not include any discount, rebate, kickback, or other reduction in charge. This Agreement shall be interpreted and construed at all times in a manner consistent with applicable laws and regulations governing the financial relationships among individuals and entities that provide or arrange for the provision of items or services that are reimbursable by governmental health care programs or other third party payors.

6.3 Privacy and Security; HIPAA. When electronic PHI ("*ePHI*") is transmitted over an electronic communications network between Customer and Radish Health in connection with this Agreement, the Parties will utilize Secure File Transport Protocol ("*SFTP*") or a similarly secure method of transmission and otherwise handle such ePHI in accordance with all applicable law, including the HIPAA Requirements. Each Party acknowledges that it is a "covered entity" under the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8, as amended, and its implementing regulations and other guidance, including federal privacy regulations and security standards (collectively, the "*HIPAA Requirements*"). The Parties further agree to comply with all applicable federal and state laws and regulations relating to the maintenance, uses, and disclosures of PHI, including, without limitation, the HIPAA Requirements; *provided*, that the Parties acknowledge and agree that there is no "business associate" relationship (as defined under the HIPAA Requirements) with respect to one another resulting from this Agreement as of the Effective Date. The Parties shall enter into any further agreements as necessary to facilitate compliance with the HIPAA Requirements. Customer shall, if necessary, modify its Medical Plan's privacy notices to conform to the uses of the Medical Plan's PHI as contemplated under this Agreement and as permitted under the HIPAA Requirements set forth in Parts 160 through 164 of Title 45 of the Code of Federal Regulations.

7. Restrictive Covenants.

7.1 Exclusivity. Customer hereby agrees that, during the Term, Customer shall exclusively utilize the Platform and the Clinical Services provided by Radish Health hereunder for the provision to Members of general primary care and related services via telehealth and for onsite specimen collection services related thereto; *provided*, that nothing in this Agreement shall restrict Members' from the freedom of choice of their providers for medical care.

7.2 Confidentiality.

7.2.1 Confidential Information. The Parties agree to hold each other's confidential information (as further set forth herein, and including the terms of this Agreement, "***Confidential Information***"), and shall not disclose the other Party's Confidential Information to any other third party without obtaining the prior written consent of the other Party; *provided*, that the foregoing shall not restrict disclosure by a Party (a) in the ordinary course of business to agents of the Party who have agreed to maintain the confidentiality of such matters, and (b) as necessary on a need-to-know basis pursuant to this Agreement and/or in connection with the Party's performance of an obligation or exercise of a right under this Agreement. Each Party will treat the Confidential Information of the other Party with the same degree of care as it accords to its own Confidential Information, but in no event with less than reasonable care. Each Party's Confidential Information shall remain the sole and exclusive property of that Party. Due to the unique nature of the telehealth services (including the Clinical Services) and Platform Radish Health has developed and offers, Radish Health's Confidential Information also includes, but is not limited to, Radish Health's financial information, plans, business information, algorithms, protocols, materials and design of various elements of any relevant systems which may be seen or explained, the Platform, the Documentation, the methods of operation thereof, and the various applications thereof, trade secrets, and all other information that might reasonably be considered confidential, secret, sensitive, proprietary, or private whether communicated in writing or verbally. Notwithstanding the foregoing, nothing in this Agreement shall prohibit Radish Health from using patient information or clinical or performance data obtained in connection with performing its obligations hereunder for its own business purposes; *provided*, that all such information has been de-identified as may be required by the HIPAA Requirements.

7.2.2 Exceptions. No Party shall have any obligation with respect to Confidential Information of the other Party that: (a) is known or used by the receiving Party prior to disclosure by the disclosing Party, (b) either before or after the date of the disclosure by the disclosing Party is disclosed to the receiving Party by a third party under no obligation of confidentiality to the disclosing Party, (c) either before or after the date of the disclosure to the receiving Party becomes published or generally known to the public through no fault of the receiving Party, (d) is independently developed by the receiving Party, (e) is required to be disclosed by a final order of a court of competent jurisdiction, or (f) is otherwise required to be disclosed by applicable law following reasonable notice to the disclosing Party. If either Party is requested or compelled to disclose any Confidential Information, such Party will provide the other Party with prompt written notice of such request(s) to allow the other Party to seek a protective order or remedy or consent to the disclosure. If a protective order is not obtained, the Party making disclosure agrees that it shall disclose only such information that is legally required and will exercise its best efforts to obtain reliable assurances that confidential treatment will be accorded to such information that is being disclosed.

7.2.3 Remedies. Any use or disclosure of the other Party's Confidential Information other than as specifically provided for in this Agreement may result in irreparable injury and damage to the non-using or non-disclosing Party. In the event of use or disclosure by the other Party other than as specifically provided for in this Agreement, the non-using or non-disclosing Party may be entitled to equitable relief as granted by any

appropriate judicial body. Except with regard to de-identified data or information that is not feasible to return, upon written request of a Party, the other Party will promptly return to such requesting Party or destroy any Confidential Information of the other Party in its possession and certify in writing to the requesting Party that it has returned or destroyed all the Confidential Information of the other Party.

7.2.4 Further Assurances. For the avoidance of doubt, the Parties acknowledge and agree that any de-identified data generated or otherwise produced by Radish Health or any of its affiliates as a result of Radish Health performing its obligations under this Agreement shall not constitute the Confidential Information of Customer. The Parties further acknowledge and agree that PHI shall not be considered the Confidential Information of either Party.

7.3 Non-Solicitation. During the Term of this Agreement and for one (1) year following the expiration or termination of this Agreement for any reason, Customer hereby acknowledges that Customer shall not directly solicit or recruit any of the Providers or other employees of Radish Health, or any of Radish Health's affiliates, to leave the employment or contractual relationship with Radish Health, or any of its affiliates. For the purposes of this Section 7.4, "**employees**" includes any person who is actually employed by Radish Health, or any of its affiliates, as well as any person who was employed by Radish Health or any of its affiliates within the preceding six (6) month period and had a material business relationship with Customer or provided services to Customer's employees.

8. Insurance. Each Party will maintain such insurance coverage, or a program of self-insurance, as is reasonably necessary to support its respective indemnification obligations and in amounts consistent with the insurance coverage amounts maintained by similar entities and at least in the minimums required under applicable state law. Upon written request, each Party shall provide evidence of such insurance coverage to the other Party. Additionally, Radish Health agrees to maintain appropriate liability insurance and provide for or contractually obligate each licensed Provider to have medical malpractice insurance coverage.

9. Warranties.

9.1 Customer Warranty. Customer represents and warrants that (a) Customer has full power, capacity, and authority to enter into this Agreement and to grant the license set forth in Section 5.2 (Customer Content), (b) any Customer Content provided by Customer for use in connection with this Agreement does not and will not infringe the intellectual property, publicity, or privacy rights of any person and is not defamatory, obscene, or in violation of applicable foreign, federal, state and local laws, rules and regulations (including, but not limited to, applicable policies and laws related to spamming, such as CAN-SPAM, privacy, and consumer protection), (c) Customer's use of the Platform will be in compliance with all applicable law, (d) Customer shall not make any representations with respect to Radish Health, the Platform, or this Agreement (including, without limitation, that Radish Health is a warrantor or co-seller or provider of any of Customer's services), and (e) neither Customer nor any of Customer's respective officers, directors, employees, or contractors is or has ever been: (i) convicted of a criminal offense related to health care or the provision of items and services payable by a federal or state health care program (for example, Medicare and Medicaid), (ii) assessed civil money penalties for an offense related to health care or to the provision of items or services payable by a federal or state health care program, (iii) excluded from participation in any federal or state health care program, or (iv) excluded by any federal agency from receiving federal contracts. Customer shall notify Radish Health immediately of any breach of any representation or warranty in this Section 9.1 or any other section under this Agreement or of any information or situation which could reasonably lead to a breach of this Section 9.1.

9.2 Radish Health Warranty. During the Term of this Agreement, Radish Health represents and warrants that the Platform will substantially comply with the specifications, if any, described in the then-current Documentation. In the event of a breach of the warranty, Radish Health's sole and exclusive liability, and Customer's sole and exclusive remedy, will be to provide restored or replacement service which conforms to this warranty. In the event Radish Health is unable through reasonable efforts to provide restored or replacement service within thirty (30) calendar days from receipt of notice from Customer of the failure of the Platform to comply with the warranty, then Customer may elect to terminate this Agreement and receive a pro-rated refund of any pre-paid, unused recurring Fees for the non-conforming aspect of the Platform.

9.3 DISCLAIMER OF WARRANTIES. THE PLATFORM IS PROVIDED "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. RADISH HEALTH DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT USE OF THE PLATFORM IS AT CUSTOMER'S SOLE RISK. RADISH HEALTH DOES NOT WARRANT THAT THE PLATFORM WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE PLATFORM IS COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE PLATFORM, OR THAT THE OPERATION OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PLATFORM WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY RADISH HEALTH OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

9.4 THIRD PARTY DISCLAIMER. RADISH HEALTH DOES NOT MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO THE THIRD PARTY CONTENT OR ANY SOFTWARE, EQUIPMENT, DEVICES, OR HARDWARE OBTAINED FROM THIRD PARTIES (COLLECTIVELY, THE "**THIRD PARTY ITEMS**"). RADISH HEALTH EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE/NON-INFRINGEMENT WITH REGARD TO THE THIRD PARTY ITEMS. NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED AS A WARRANTY, EITHER EXPRESS OR IMPLIED, BY RADISH HEALTH THAT WOULD EXPAND IN ANY WAY A STANDARD END-USER WARRANTY.

10. Indemnification; Limitation of Liability.

10.1 Indemnification by Radish Health. Radish Health shall defend and indemnify Customer and Customer's directors, officers, agents, employees, members, subsidiaries, and successors in interest (each, a "**Customer Indemnitee**") and hold each Customer Indemnitee harmless from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses, including but not limited to reasonable attorneys' fees, experts' fees, and court costs (collectively, "**Losses**"), incurred by a Customer Indemnitee as a result of any claim by a third party that Customer's authorized use of the Platform infringes that third party's United States patent, copyright, or trade secret rights. Customer shall (a) give Radish Health prompt written notice of any such Losses and (b) allow Radish Health to control and fully cooperate with Radish Health (at Radish Health's sole expense) in the defense of, and all negotiations related to, such claims. Radish Health shall not enter into any stipulated judgment or settlement that purports to bind Customer without Customer's express written authorization, which shall not be unreasonably withheld or delayed by Customer. Radish Health shall have no obligation to indemnify Customer for any Losses to the extent the alleged infringement arises from or is based on (w) the Customer Content, (x) specifications provided by Customer or its agents, (y) use of the Platform in

combination with any hardware, software, products, data, or other materials not provided by Radish Health, or (z) misuse of the Platform (collectively, the “**Excluded Claims**”). Customer agrees that if Customer’s use of the Platform becomes, or in Radish Health’s opinion is likely to become, the subject of an infringement claim, Customer shall permit Radish Health either to procure the right for Customer to continue to use the Platform or to replace or modify the Platform with technology of comparable quality and performance capabilities to become non-infringing. If in Radish Health’s sole discretion, neither alternative is reasonably possible, Radish Health may elect to immediately terminate this Agreement and return a prorated portion of any pre-paid, unused Fees. The provisions of this Section 10.1 state the sole and exclusive obligations and liability of Radish Health and its licensors and suppliers, and Customer’s sole and exclusive remedy for any claim of intellectual property infringement arising out of or relating to this Agreement, and are in lieu of any implied warranties of non-infringement and title, all of which are expressly disclaimed.

10.2 Indemnification by Customer.

To the extent of the law, customer shall defend and indemnify Radish Health and Radish Health’s directors, officers, agents, employees, members, subsidiaries, and successors in interest (each, a “**Radish Health Indemnatee**”) and hold each Radish Health Indemnatee harmless from any and all Losses incurred by a Radish Health Indemnatee as a result of any claim by a third party arising from or related to any (a) breach of this Agreement or violation of law by Customer or any User (including, without limitation, violation of any laws applicable to the Customer or the Medical Plan or any representations of Customer under this Agreement), (b) any claim related to Customer’s compliance responsibilities set forth in this Agreement (including, without limitation, the responsibilities set forth under Section 2.8 and Section 2.9), (c) any claim that Customer Content infringes the intellectual property, publicity, or privacy rights of any person, and (d) the Excluded Claims. Customer additionally indemnifies and holds the Radish Health Indemnitees harmless for any and all Losses arising out of or in connection with the introduction by Customer (if purposeful) of any computer virus or malicious computer program into Radish Health’s computing systems, website code, or the unauthorized access of Radish Health or User data as result of unauthorized access to any of Radish Health’s computing systems or data. Radish Health shall (x) give Customer prompt written notice of any such claim, and (y) allow Customer to control and fully cooperate with Customer (at Customer’s sole expense) in the defense of, and all negotiations related to, such claims. Customer shall not enter into any stipulated judgment or settlement that purports to bind Radish Health without Radish Health’s express written authorization, which shall not be unreasonably withheld or delayed by Radish Health.

10.3 LIMITATION OF LIABILITY AND DAMAGES. TO THE EXTENT OF THE LAW, IN NO EVENT SHALL RADISH HEALTH BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH RADISH HEALTH’S PERFORMANCE UNDER THIS AGREEMENT, OR USE OF OR INABILITY TO USE THE PLATFORM, OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF RADISH HEALTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RADISH HEALTH SHALL NOT BE LIABLE FOR DEFECTS IN OR FAILURES OF EQUIPMENT AND/OR SOFTWARE, OR FOR DEFAULTS BY, OR DEFECTS IN SERVICES RENDERED BY, THIRD PARTIES. RADISH HEALTH SHALL ALSO NOT BE HELD LIABLE FOR ANY FAILURE OF CUSTOMER OR CUSTOMER’S MEDICAL PLAN TO COMPLY WITH APPLICABLE LAWS AS A RESULT OF PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COMPLIANCE WITH ERISA, PPACA, COBRA, HIPAA, AND IN THE EVENT CERTAIN OF THE CLINICAL SERVICES DO NOT FIT UNDER THE TELEHEALTH SAFE HARBOR SET FORTH

UNDER SECTION 223 OF THE CODE, AS MODIFIED BY THE CAA). THE LIMITATION OF LIABILITY SET FORTH UNDER THIS SECTION 10.3 SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL OF THEIR ESSENTIAL PURPOSE. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, EACH PARTY'S LIABILITY TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL CLAIMS ARISING OUT OF THE AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER DURING THE TWELVE (12) MONTHS PRIOR TO WHEN THE LIABILITY ARISES. THIS LIMITATION OF LIABILITY WILL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL OF THEIR ESSENTIAL PURPOSE.

11. Controlling Law; Disputes.

11.1 Governing Law. The terms of this Agreement, and all disputes arising under or relating to this Agreement, shall be governed by Texas law, specifically excluding any choice-of-law principles. The exclusive forum and venue shall be the State of Texas, unless such action cannot by law be brought in such a forum, in which case the venue required by law shall govern.

11.2 Dispute Resolution. Each of the Parties to this Agreement consents to personal jurisdiction for any equitable action sought in any court of the State of Texas having subject matter jurisdiction.

12. General Provisions.

12.1 Affiliates, Subcontractors, and Vendors. The Parties acknowledge and agree that some or all of the services to be provided by Radish Health hereunder (including administrative support and the provision of the Platform) may be provided by certain of Radish Health's affiliates, agents, subcontractors, and information system vendors. The Parties agree that the rights and obligations of Radish Health may be, in whole or in part, exercised or fulfilled by the foregoing entities.

12.2 Publicity. Other than as provided in this Agreement, neither Party will use for publicity, promotion or otherwise, any logo, name or mark of the other Party without that Party's prior, written, express consent. Notwithstanding the foregoing, Radish Health and its affiliates may identify Customer as a user of the Platform, and Customer may identify Radish Health as a service provider. The Parties may publicly announce they have entered into this Agreement, but neither shall disclose the specific terms of this Agreement (including pricing) to any third party.

12.3 Relationship of the Parties. Radish Health and Customer are, and shall at all times function as, independent contractors under this Agreement. Neither Radish Health nor Customer is an employee, principal, agent, or partner of the other Party. Neither Radish Health nor Customer is authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other Party, except to the extent otherwise specifically contemplated herein. The employees, agents and representatives of a Party shall at all times be under the exclusive direction and control of that Party.

12.4 Access to Books and Records. To the extent that the provisions of Section 1861(v)(1)(I) of the Social Security Act are applicable to this Agreement, the Parties agree to make available, upon the written request of the Secretary of the Department of Health and Human Services (the "**Secretary**") or upon the request of the Comptroller General, or any of their duly authorized representatives, this Agreement, and other books, records and documents that are necessary to certify the nature and extent of costs incurred by them for services furnished under this Agreement. If any services under this Agreement are performed by way of subcontract with

another organization and the value or cost of such subcontracted services is Ten Thousand and 00/100 Dollars (\$10,000.00) or more over a twelve (12) month period, such subcontract shall contain, and the respective Party shall enforce, a clause to the same effect as this Section 12.4. The availability of the Parties' books, documents, and records shall be subject at all times to all applicable legal requirements (including, without limitation, such criteria and procedures for seeking and obtaining access that may be promulgated by the Secretary). The obligations hereunder shall extend for four (4) years after the furnishing of such services. The Parties shall notify each other of any such request for records.

12.5 Notices. All notices shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been received when delivered in person or as of the date recorded on a signature card or similar proof of receipt, to the address on the signature blocks at the end of this Agreement.

12.6 Assignment; Binding Effect. Except as otherwise provided herein, Customer may not assign or transfer this Agreement without the prior written consent of Radish Health, which such consent shall not be unreasonably withheld by Radish Health. Notwithstanding the foregoing, Radish Health may assign or transfer this Agreement, and/or any of Radish Health's rights, duties, or obligations, in full or in part, hereunder to any entity that is an affiliate or subsidiary of Radish Health, any successor organization assuming a controlling interest in Radish Health or its assets, or any third party provider with which Radish Health has a contractual arrangement to provide administrative support services. Radish Health may make such assignment or transfer, pursuant to this Section 12.6, upon providing written notice to Customer. In the course of its performance under this Agreement, Radish Health may use Providers employed or contracted by Radish Health, including subcontracted third party providers. This Agreement shall inure to the benefit of and bind the Parties hereto and their respective heirs, representatives, successors, and permitted assigns.

12.7 Entire Agreement; Amendment. This Agreement sets forth the entire agreement between the Parties with regard to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements. This Agreement and Exhibits may be amended only by a written agreement signed by both Parties. Radish Health's Documentation (including the Terms of Use and Privacy Policy of the Platform, all of which as presently written and as may be updated from time to time in Radish Health's sole discretion) are expressly incorporated into this Agreement, and Customer and Members shall at all times comply with such Documentation. Customer's continued use of the Platform constitutes Customer's consent to any revisions to the Documentation. In the event of an irreconcilable conflict between the Documentation and this Agreement, the provisions of this Agreement shall govern. No other agreements, representations, or warranties have been made by either Party to the other with respect to the subject matter of this Agreement.

12.8 Severability. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term(s) or provision(s).

12.9 Waiver. No waiver, including any waiver of breach, shall be valid unless in writing and signed by the Parties.

12.10 Interpretation. This Agreement is the result of arms' length negotiations between the Parties and shall be construed to have been drafted by all Parties such that any ambiguities in this Agreement shall not be construed against either Party.

12.11 Recitals/Captions. The recitals are incorporated into this Agreement, but the captions are used solely for convenience.

12.12 Non-Discrimination. Each Party agrees that, in the performance of this Agreement, services will be provided without discrimination toward any patients, employees, or other persons to the extent prohibited by law.

12.13 Force Majeure. Any Party shall be excused from delays in performing its obligations if resulting from causes beyond the reasonable control of the Party, including default of vendors, acts of God, governmental actions, fire, flood, epidemic, and embargoes.

12.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original and all of which, taken together, shall constitute only one agreement.

12.15 Survival. The following sections shall survive expiration, nonrenewal, or termination of this Agreement: Section 3 (Payment Terms and Fees), Section 5 (Intellectual Property and Proprietary Rights), Section 6 (Compliance), Section 7 (Restrictive Covenants), Section 8 (Insurance), Section 9 (Warranties), Section 10 (Indemnification; Limitation of Liability and Damages), Section 11 (Controlling Law; Disputes), and Section 12 (General Provisions).


[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be made effective as of the Effective Date.

[CUSTOMER]

RADISH HEALTH MEDICAL GROUP, PLLC

By: _____

By:  _____

Name: Robert Camareno

Name: Viral Patel

Title: City Manager 550 Landa St New Braunfels

Title: Founder / CEO

Insert Address

Address:

550 Landa St

900 Broadway

New Braunfels

Suite 903

Texas

New York, NY 10003

78130

EXHIBIT A **SERVICES**

This Exhibit A is herein incorporated into the Master Services Agreement (the “**Agreement**”) entered into and made effective as of the Effective Date by and between Radish Health and Customer. All capitalized terms shall have the definition assigned to it in the Agreement, unless otherwise defined in this Exhibit A. With respect to the services to be provided by Radish Health pursuant to this Agreement, the Parties hereby agree as follows:

Clinical Services.

1. Provider-Patient Relationship. Only Members who have completed the necessary steps to create and maintain a provider-patient relationship according to applicable laws and standards of care will be eligible to receive the Clinical Services. Such necessary steps include the following:
 - a. Agreeing to Radish Health’s Telehealth Informed Consent, Terms of Use, Privacy Policy, and any other release of information policies, including confirming an understanding that no Provider is obligated to accept or retain the Member as a patient;
 - b. Completing a comprehensive medical history as directed by the Providers via the Platform, it being understood that (i) in the event the Member fails to provide the requested information prior to a telehealth encounter with a Provider, the Provider may not schedule the Member for the Clinical Services, and (ii) the Providers shall also have full access to communicate with the Members such that the Providers, in accordance with their professional obligations, may inquire and ask for any additional information needed from Members such that the Providers can satisfy legal requirements concerning the Providers’ performance of professional services;
 - c. Providing a documented patient evaluation, including history and examination, or other information requested by the Providers, to establish the diagnosis for which any drug is prescribed; and
 - d. Abiding by the protocols, policies and procedures (and other Documentation) established by Radish Health with respect to patient compliance, communication, and cooperation with instructions and requests by Providers.
2. Telehealth Services via the Platform. The Clinical Services to be performed via telehealth by Providers to Members through the Platform shall be limited to the following: general primary care and related services.
3. Services Performed at the Onsite Service Center. The Clinical Services to be performed by the onsite Provider at the Onsite Service Center shall be limited to the following: (a) facilitating access to the Platform and assisting Members’ receipt of the telehealth Clinical Services via the Platform, and (b) specimen collection and similar services related to the Member’s telehealth visit via the Platform. All Member specimens collected by the onsite Provider in connection with the foregoing shall be sent to a third-party laboratory (a “**Laboratory**”) for laboratory testing and related services (the “**Laboratory Services**”). Customer understands and acknowledges, and shall ensure that all Members

acknowledge and agree, that (x) the Laboratory shall bill a Member's insurance directly for the Laboratory Services performed for such Member, (y) the Laboratory has sole discretion on the fees to be charged for the Laboratory Services, and (z) the fees charged by the Laboratory Services are not included in the Fees paid by Customer to Radish Health.

4. Further Assurances. The Clinical Services will be conducted: (a) via live video telehealth visits on the web and/or mobile device via the Platform, and (b) through an onsite Provider performing certain Clinical Services at the Onsite Service Center and who shall be facilitating the live video telehealth visits via the Platform. All prescribing shall be done in accordance with applicable federal and state laws. While Members are not guaranteed to receive prescriptions, Members shall be informed of their right to utilize the pharmacy of their choice for any prescriptions.

Platform Access

Radish Health shall provide Members with access to and use of the Platform. Through the Platform, Members will be able to review and track their clinical records and data.

EXHIBIT B
FEES

In consideration of the Radish Health providing Customer with access to the Platform, Customer agrees to pay the Fees set forth below:

Platform Access Fees

- Setup Fee for Platform: Wavied
- Monthly Platform Fee: \$27 per eligible member per month of access to the Platform. Such an amount will facilitate the operation of the Platform and shall also include unlimited patient encounters on the Platform.

In consideration of the Clinical Services performed by Radish Health under the Agreement, Customer agrees to pay the Fees set forth below:

Clinical Services via the Platform

1. General Medical Visit: \$0 per patient encounter on the Platform.
2. Annual Physical Visit: \$0 per patient encounter on the Platform.

Clinical Services Performed at the Onsite Service Center

1. General Medical Visit: \$0 per patient encounter on the Platform that is facilitated via the Onsite Service Center.
2. Annual Physical Visit: \$0 per patient encounter on the Platform that is facilitated via the Onsite Service Center.

Pre-Employment Medical Examinations and Drug Screening:

Radish Health shall coordinate and administer pre-employment physical examinations and drug testing services for prospective employees of the City of New Braunfels.

Radish Health agrees to bill the City of New Braunfels at the then-current prevailing market rates for such services. Radish Health shall use commercially reasonable efforts to conduct such examinations and testing at its clinic facilities, provided that such on-site administration is medically appropriate and feasible under the circumstances.