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*Privileged & Confidential
Benesch Comments - 6/23/2021*

Laso Health Acceptable Use Policy

Effective Date: January 27, 2020

Last Updated Date: June 23, 2021

This Acceptable Use Policy ("AUP") is incorporated by reference into Laso Health, Inc.'s ("Laso Health," "we," or "us") Customer Terms of Use and Healthcare Provider Terms of Use (collectively "Terms of Use") and governs your use of the App, Site and Services (as such terms are defined in the Terms of Use). Any capitalized term used but not defined in this AUP shall have the meaning in our Terms of Use. BY USING OR OTHERWISE ACCESSING THE APP, SITE AND/OR SERVICES, AND/OR BY CREATING AN ACCOUNT WITH US, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THIS AUP, UNDERSTAND ITS TERMS, AND AGREE TO BE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE WITH THIS AUP, YOU ARE NOT PERMITTED TO USE OR ACCESS THE APP, SITE AND/OR SERVICES IN ANY WAY.

I. RESTRICTED USES

You agree not to use the Laso Health App, Site and/or Services for any purpose other than that for which we make the Site and/or Services available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us. As an end user of the App, Site and/or Services, you agree not to use the App, Site and/or Services for any unlawful, infringing, tortious or harmful purpose, or in any way that violates another party's intellectual property, privacy or other rights; or in any way that otherwise interferes with the operation, use or enjoyment of any service, system or other property.

Without limiting any of the foregoing, you agree that you shall not (and you agree not to allow any third party to):

- systematically retrieve data or other content from the App or Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
- store personal or sensitive information, including without limitation, any information protected by applicable federal and state privacy laws, including but not limited to "Protected Health Information" as defined under the U.S. Health Insurance Portability and Accountability Act ("HIPAA"); make any unauthorized use of the App or Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses;
- circumvent, disable, or otherwise interfere with security-related features of the App or Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the App, Site and/or Services and the Content contained therein;
- engage in unauthorized framing of or linking to the Site;
- trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
- make improper use of our support services or submit false reports of abuse or misconduct;
- engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools;
- interfere with, disrupt, or create an undue burden on the App or Site or the networks or services connected to

the App or Site;

- attempt to impersonate another user or person or use the username of another user;
- book appointments or submit Posted Information by automated means or under false or fraudulent pretenses
- sell or otherwise transfer your profile;
- use any information obtained from the App or Site in order to harass, abuse, or harm another person;
- use the App or Site as part of any effort to compete with us or otherwise use the App or Site and/or the Content for any revenue-generating endeavor or commercial enterprise;
- decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the App or Site.
- attempt to bypass any measures of the App or Site designed to prevent or restrict access to the App or Site, or any portion of the App or Site.
- harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the App or Site to you.
- delete the copyright or other proprietary rights notice from any Content.
- copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
- upload or transmit (or attempt to upload or to transmit) any material that acts as a passived or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
- disparage, tarnish, or otherwise harm, in our opinion, us and/or the App or Site.
- access or use the Site in a manner inconsistent with any applicable laws or regulations.
- decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the App.
- make any modification, adaptation, improvement, enhancement, translation, or derivative work from the App.
- remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the App.
- use the App for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended.
- make the App available over a network or other environment permitting access or use by multiple devices or users at the same time.
- use the App for creating a product, service, or software that is, directly or indirectly, competitive with or in

any way as substitute for the App.

- use the App to send automated queries to any website or to send any unsolicited commercial e-mail.
- use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the App;
- use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve or index any portion of the App, Site and/or the Services;
- reformat or frame any Content or portion of the web pages that are part of the Site and/or the Services; fraudulently or intentionally misuse the App, Site and/or Services, including without limitation scheduling an appointment with a Healthcare Provider which you do not intend to keep, or scheduling an appointment for Designated Provider Services which you do not intend to pay using the Transaction Processing Services;
- use any means, including software means, to conduct web scraping of any portion of the App, Site, its content or materials and/or the Services.

2. Zero Tolerance Spam Policy

You may not use the App, Site and/or Services to send spam or bulk unsolicited messages. Laso Health maintains a zero tolerance policy for use of its network or services in any manner associated with the transmission, distribution or delivery of any bulk e-mail, including unsolicited bulk or unsolicited commercial e-mail, or the sending, assisting, or commissioning the transmission of commercial e-mail that does not comply with the U.S. CAN-SPAM Act of 2003 or other laws or regulations relating to email marketing ("SPAM").

- "Safe lists," purchased lists, and selling of lists will be treated as SPAM. We may terminate the account of any User who sends out SPAM with or without notice.
- Websites advertised via SPAM (i.e. Spamvertised) may not be hosted on our servers. This provision includes, but is not limited to, SPAM sent via fax, phone, postal mail, email, instant messaging, or usenet/newsgroups. No organization or entity listed in the ROKSO may use our App, Site and/or Services. Any User account which results in our IP space being blacklisted will be immediately suspended and/or terminated.
- Please familiarize yourself with the CAN-SPAM Act. Information about the CAN-SPAM Act may be found by accessing the following link: <https://www.ftc.gov/tips-advice/business-center/guidance/can-spam-act-compliance-guide-business>.

3. USER CONTENT

◦ User Contributions

Pursuant to the Terms of Use, you may submit feedback, submit inquiries and to participate in the other interactive and community features of the Site, which shall be considered Posted Information and or Contributions (collectively "User Contributions"). In providing feedback, please give clear, honest information about the Healthcare Provider and your experiences, but do not use inappropriate language, make gratuitous personal criticisms or comments or provide information that others could use to determine your identity. When participating in interactive or community aspects of the Service, please do not post any information that another user or Healthcare Provider may use to individually identify you, but please do include all relevant information in a concise manner to help us provide you with a helpful response.

We reserve the right to publish User Contributions as part of the Services and to also remove User Contributions for any reason. We are not, however, responsible for any failure or delay in posting or removing User Contributions.

Without limiting the generality of the foregoing:

You acknowledge and agree that User Contributions shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these User Contributions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such User Contributions, and you hereby warrant that any such User Contributions are original with you or that you have the right to submit such User Contributions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your User Contributions.

When you create or make available any User Contributions, you thereby represent and warrant that:

- the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your User Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your User Contributions in any manner contemplated by the Site and these Terms of Use.
- you have the written consent, release, and/or permission of each and every identifiable individual person in your User Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your User Contributions in any manner contemplated by the Site and these Terms of Use.
- your User Contributions are not false, deceptive, inaccurate, or misleading.
- your User Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- your User Contributions are not obscene, lewd, lascivious, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- your User Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- your User Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.
- your User Contributions do not violate any applicable law, regulation, or rule.
- your User Contributions do not violate antitrust, competition, or consumer protection laws.
- your User Contributions do not violate the privacy or publicity rights of any third party.
- your User Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
- your User Contributions do not violate any federal or state law concerning child pornography (any such content will be suspended immediately without notice and reported to law enforcement or the National Center for Missing and Exploited Children), or content that is potentially harmful to minors;
- your User Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- your User Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.

Any use of the Site in violation of the foregoing violates these Terms of Use and may result in, among other things,

termination or suspension of your rights to use the Site.

- **User Contribution License**

By posting your User Contributions to any part of the Site, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such User Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such User Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your User Contributions, and you warrant that moral rights have not otherwise been asserted in your User Contributions.

We are not liable for any statements or representations in your User Contributions provided by you in any area on the Site. You are solely responsible for your User Contributions to the Site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your User Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any User Contributions; (2) to re-categorize any User Contributions to place them in more appropriate locations on the Site; and (3) to pre-screen or delete any User Contributions at any time and for any reason, without notice. We have no obligation to monitor your User Contributions.

4. COPYRIGHT ISSUES

- **Laso Health Policy.**

Our policy is to (a) block access to or remove material that we believe in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates,, content providers, members or other users; and (b) remove and discontinue Service to repeat offenders.

- **Procedure for Reporting Copyright Infringements.**

If you believe that material or content residing on or accessible through the App, Site and/or the Services infringes a copyright, please send a notice of copyright infringement to Laso Health at the contact information listed below:

Laso Health, Inc.
215 N. San Saba
Ste 301
San Antonio, Texas 78207
Phone: (210) 728-6977
Fax: (210) 572-3322
Email to: Info@LasoNow.com (<mailto:Info@LasoNow.com>)

Once an infringement notification is received by Laso Health, Laso Health may (i) remove or disable access to the infringing material; (ii) notify the content provider, member or user that it has removed or disabled access to the material; and (iii) for repeat offenders, terminate such content provider's, member's or user's access to the Site and/or Service.

5. UPDATES AND CHANGES TO THE ACCEPTABLE USE POLICY

We may change this AUP at any time, as we deem appropriate. Upon any such change, we will post the amended AUP on the Site; we may also attempt to notify you in some other way. Your continued use of the App, Site and/or the Services following such posting shall constitute your affirmative acknowledgement of the AUP, the modification, and agreement to abide and be bound by the AUP, as amended. We encourage you to periodically review this AUP. IF AT ANY TIME YOU

CHOOSE NOT TO ACCEPT THIS AUP, INCLUDING FOLLOWING ANY SUCH MODIFICATIONS HERETO, THEN YOU MUST STOP USING THE APP, SITE AND THE SERVICES.

6. ENFORCEMENT

Your Services may be suspended or terminated with or without notice upon any violation of this AUP. Any violations may result in the immediate suspension or termination of your account. We reserve the right to disable or remove any content which is prohibited by this AUP, including to prevent harm to us, others or to the App, Site and/or Services, as determined in Laso Health's sole discretion. Violations will be reported to law enforcement as determined by Laso Health in its sole discretion. A failure to respond to an email from our abuse team within forty-eight (48) hours, or as otherwise specified in the communication to you, may result in the suspension or termination of your Services. Services posted on the App and Site are governed by U.S. law. Laso Health is not the publisher of user generated content and we are not in a position to investigate the veracity of individual defamation claims. Rather, we rely on the legal system and courts to determine whether or not material is defamatory. In any case in which a court of competent jurisdiction, as determined in our sole discretion, orders material to be removed, we will disable access to such material. Notwithstanding the foregoing, Site and Service users are responsible for using the Services in compliance with applicable laws in their jurisdiction, including without limitation, any laws relating to defamation, unsolicited emails, spamming, privacy, obscenity, and intellectual property infringement. We reserve the right to take local legal considerations into account and to respond accordingly in our sole discretion. Enforcement of this AUP is at Laso Health's sole discretion.

7. Reporting Violations of this AUP.

To report a violation of Laso Health's AUP, please email Info@LasoNow.com (<mailto:abuse@constantcontactwebsites.com>)

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