VIVA TERMS OF SERVICE

Last Updated: October 20, 2026

These Viva Terms of Service ("***Terms***") are between you and Viva Health, Inc. ("***Viva***", "***we***", "***us***", or "***our***"). By using our Services (defined below), you agree to be bound by these Terms. These Terms apply to your access to and use of Viva's:

(a) website located at www.getviva.ai (or any successor links) and all associated web pages, websites, and social media pages (the "***Website***"); and

(b) services (including applications and software) and products accessible via the Website or our application programming interfaces (APIs), or otherwise made available to you by us (together with the Website, the "***Services***").

By agreeing to these terms, except for (i) certain types of disputes described in Section 13, (ii) where you exercise your right to opt out of arbitration as described in Section 13, or (iii) to the extent prohibited by law, disputes between you and Viva will be resolved solely on an individual basis and not as a class arbitration, class action, any other kind of representative proceeding, or by jury trial. If you do not agree to these terms, do not use our Services.

We may indicate that different or additional terms, conditions, guidelines, policies, or rules apply in relation to some of our Services ("***Supplemental Terms***"), which become part of your agreement with us, including:

- Our "**Prohibited Use Policy**", available on www.getviva.ai, which applies to your use of all of our Services;
- Our "**Business Associate Agreement**", available on www.getviva.ai or attached to your Order (defined below), which governs our processing of any personal health information contained within any Content or other information provided to us in connection with the Services;
- Our "**Order Form**", or other document or webform (each an "**Order**"), which describes the Services ordered, your subscription term or commitment period, and applicable fees; and
- Any other terms and conditions disclosed within the Services or on the Website.

We may make changes to these Terms. The "***Last Updated***" date above indicates when these Terms were last changed. If we make future changes, we may provide you with notice of such changes, such as by sending an email, providing a notice through our Services, or updating the date at the top of these Terms. Unless we say otherwise in our notice, the amended Terms will be effective immediately, and your continued use of our Services after we provide such notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must immediately stop using our Services.

1 Eligibility and Use Restrictions

(a) **Authorization**. If you use our Services on behalf of another person or entity, (i) all references to "you" throughout these Terms (other than in this Section 1(a)) will include that

person or entity, (ii) you represent that you are authorized to accept these Terms on that person's or entity's behalf, and (iii) in the event you or that person or entity violates these Terms, that person or entity also agrees to be responsible to us.

(b) **Jurisdiction**. You may only use our Services in jurisdictions authorized by Viva. Use of our Services is currently authorized only in the United States and Canada.

(c) **Use and Sharing**. Our Services are provided to you only for your internal business use and not for the benefit or use of any third party. Viva will enable you to designate authorized individuals ("***Authorized Users***") to administer our Services, and only Authorized Users may administer our Services. Viva may enable you to use our Services to provide certain features or functionality of the Services to your patients, clients, or other customers of yours, and to prospective patients, clients, or other customers of yours (collectively, your "***Clients***"). You will be solely responsible for your Authorized Users, your Clients, and all of their activity in connection with the Services.

2 Your Information; Your Responsibility for Client Use of Services

You may provide certain information to Viva in connection with your access or use of our Services, or we may otherwise collect certain information about you and your Clients when you access or use our Services. You represent and warrant that any information that you provide to Viva in connection with the Services is accurate. You are responsible for your use and your Clients' use of the Services and for ensuring that your Clients abide by the obligations in this Section 2 and other applicable obligations under these Terms. You will enter into a binding agreement or terms of service with each Client regarding such obligations or obtain express consent from such Client regarding such obligations, as applicable.

(a) Instructions. You will follow instructions that Viva provides to you from time to time related to use of the Services and will ensure that your Clients follow such instructions.

(b) Prohibited Use. You will abide by the Prohibited Use Policy and will ensure that your Clients abide by the Prohibited Use Policy.

(c) Accurate Information. You will provide accurate and complete information required for Viva to perform the Services and will ensure that your Clients provide accurate and complete information. You will verify the accuracy of any Output (defined below) generated by Viva based on information provided by you or your Clients and will timely notify Viva of any inaccuracies in such Output.

(d) Consents. You agree to receive emails, SMS or text messages, phone calls, and other types of communication from Viva via the Services using the email address or other contact information you provide in connection with the Services. Any communication sent to Clients by or through the Services will be sent on your behalf. You will obtain express consent from each Client for such Client: (i) to receive emails, SMS or text messages, phone calls, and other types of communication using the contact information Clients provide, and (ii) for such communications to be recorded. You will not use the Services to communicate with a Client until you have obtained such consent from such Client.

(e) Necessary Equipment and Network Access. You are responsible for obtaining and maintaining, and for ensuring that your Clients obtain and maintain, any computer hardware, equipment, network services and connectivity, telecommunications services, and any other products and services necessary to access and use the Services.

(f) Forwarding Notices. You will promptly notify Viva of any third-party notices (such as from government agencies or insurance carriers) that you receive which may affect Viva's provision of the Services to you or your Clients.

3 Accounts

Authorized Users may need to create accounts in order to use some or all of our Services. You will ensure that your Authorized Users (a) do not share their account credentials, (b) provide accurate account information and promptly update this information if it changes, and (c) use a strong password for their account that is unique to our Services. You will maintain the security of any accounts created by your Authorized Users. If you discover or suspect that someone has accessed the account of one of your Authorized Users without permission, you will promptly notify Viva. We reserve the right to reclaim usernames, including on behalf of businesses or individuals that hold legal title, including trademark rights, in those usernames.

4 Content

(a) **Inputs and Outputs.** You and your Clients may provide content as input to our Services ("***Input***") and may receive content as output from the Services ("***Output***", together with the Input, collectively, the "***Content***"). Your and your Clients' access to and use of the Services, including for the purposes of providing Input to the Services and receiving Output from the Services, is subject to our Prohibited Use Policy. **If you choose to make any of your information publicly available through the Services or otherwise, you do so at your own risk.**

(b) **Finetuned AI Models**. Some of our Services allow for the creation of a finetuned version of our proprietary AI models or third-party AI models that can be used to synchronize and adapt to your practice management software and communication systems (each a "***Finetuned AI Model***"). To create a Finetuned AI Model through our Services, you may be asked to upload or connect data as Input to our Services, and you hereby permit Viva to use such data as described under these Terms, including to finetune or train Finetuned AI Models. You may request deletion of the Finetuned AI Model created with your data. You may not download a copy of the Finetuned AI Model or use it for any purpose separate from your use of the Services.

(c) **Rights to your Inputs.** Except for the license you grant below, as between you and Viva, you retain all rights in and to your Input. Certain rights to Inputs may belong to Clients.

(d) License to Input. You hereby grant to Viva a perpetual and irrevocable, nonexclusive, royalty-free and fully paid, worldwide, and sublicensable (through multiple tiers) license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly or otherwise perform and display the Input to provide and improve the Services and to develop new services and products.

(e) **License to Output.** To the extent you own or acquire any intellectual property rights in or to the Output or a Finetuned AI Model, you hereby grant to Viva a perpetual and irrevocable, nonexclusive, royalty-free and fully paid, worldwide, and sublicensable (through multiple tiers) license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly or otherwise perform and display the Output and Finetuned AI Model to provide and improve the Services and to develop new services and products.

(f) **Necessary Rights.** You may not provide Input or create Output for which you do not have all the rights necessary to grant us the licenses described above. You represent and warrant that the Content and Finetuned AI Model, and our use of the Content and Finetuned AI Model, will not violate any rights of any person or entity or cause injury to any person or entity.

(g) **Data Deletion.** You may request for us to delete your personal data as required by applicable law.

(h) **Moderation.** We do not undertake to review all Content, and we expressly disclaim any duty or obligation to undertake any monitoring or review of any Content. Although we have no obligation to screen, edit, or monitor Content, we may:

- delete or remove Content or refuse to communicate any Content at any time and for any reason with or without notice, including for any violations of applicable law or these Terms;

- terminate or suspend your access to all or part of the Services, temporarily or permanently, if the Content is reasonably likely, in our sole determination, to violate applicable law or these Terms;

- take any action with respect to the Content that is necessary or appropriate, in Viva's sole discretion, to ensure compliance with applicable law and these Terms, or to protect Company's rights, or to protect any third-party rights, including third-party intellectual property and privacy rights (e.g., providing information to copyright owners in furtherance of Digital Millennium Copyright Act takedown requests); and

- as permitted by law, cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone communicating any Content on or through the Services.

(i) **No Medical Advice.** Some Content may include health, dental or medical information. Such Content is provided for general informational purposes only. We do not directly or indirectly practice dentistry or medicine, render dental or medical advice, or dispense dental or medical services via our Services or otherwise, and nothing contained in our Services should be intended to be a dental or medical diagnosis or treatment. No dental or medical professional or patient relationship is created between you and Viva by your use of our Services or the Content. You will inform Clients that they should seek the advice of a dentist or physician or other qualified health professional with any questions Clients may have regarding a dental or medical condition, and never disregard professional dental or medical advice or delay seeking treatment based on any Content or other information included in the Services. You will inform Clients that if a Client believes they may have or may be

experiencing any type of medical emergency, the Client should call an emergency number (usually 911) immediately.

(j) **Clinical Decision Support Information.** If you are a dentist or other dental professional, the Content may include information to assist you in clinical decision-making. This may include information and reminders concerning patient information, scheduling, as well as general dental or healthcare related information and resources. The information and materials available through our Services are for informational purposes only and are not intended to constitute professional advice, diagnosis or treatment, or to substitute for your professional judgment.

5 Subscription Services; Payment

(a) **Subscriptions**. Your access and use of certain Services may require enrollment in a payment plan involving automatic renewal (a "***Recurring Subscription***"). If you purchase such a Service, you authorize Viva to maintain your account information and charge that account automatically upon the renewal with no further action required by you. The length of your Recurring Subscription will be provided when you make your purchase. Your Recurring Subscription will automatically renew unless you cancel it. In the event that Viva is unable to charge your account as authorized by you when you enrolled in a Recurring Subscription, Viva may in its sole discretion (i) bill you for your Services and suspend your access to the Services until payment is received or (ii) seek to update your account information through third-party sources (i.e., your bank or a payment processor) to continue charging your account as authorized by you. You may cancel your subscription by emailing us at support@getviva.ai. You may cancel a Recurring Subscription at any time, but if you cancel your Recurring Subscription before the end of the current subscription period or before the end of the commitment period as specified in your Order, we will not refund any subscription fees owing or already paid to us for the current subscription period or the commitment period. You will owe the balance due for the entire subscription period and commitment period. Viva may change the prices charged for Recurring Subscriptions at any time by posting updated pricing through the Services; *provided*, however, that the prices for your Recurring Subscription will remain in force for the duration of the subscription period for which you have paid. After that period ends, your use of the applicable Services will be charged at the then-current subscription price. If you do not agree to these price changes, you must cancel your Recurring Subscription at least ten days before the changes take effect. If you do not cancel, your Recurring Subscription will automatically renew at the then-current price at the time of renewal and for the same duration as the initial subscription term, and Viva will charge your on-file payment card or method on the first day of the renewal of the subscription term.

(b) **Payment**. You represent and warrant that you have the right to use any payment card that you submit in connection with a transaction. We may receive updated information from your issuing bank or our payment service provider about any payment method you have stored with us. You authorize us to charge your payment method, including any updated payment method information we receive, for any charges you are responsible for under these Terms. Verification of information may be required prior to the acknowledgment or completion of any transaction. You will pay all charges incurred by you or on your behalf through the Services, at the prices in effect when such charges are incurred, including all taxes and shipping and handling charges applicable to your transactions. In the event legal action is necessary to

collect on balances due, you will reimburse us and our vendors or agents for all expenses incurred to recover sums due, including attorneys' fees and other legal expenses.

(c) **Refunds; Reservation of Rights**. All sales are final. Our fees are non-refundable unless required by law or expressly stated otherwise in the applicable Order. We may offer refunds in our sole discretion. Viva reserves the right, including without prior notice, to impose conditions on the honoring of any discount or promotion; to bar any user from making a transaction; to alter payment options; and to refuse to provide any user with any Service.

6 Our Intellectual Property

(a) **Ownership**. The Services, including the text, graphics, images, photographs, videos, illustrations, and other content contained therein, and all intellectual property rights therein and thereto, are owned by Viva or our licensors. Except as explicitly stated in these Terms, all rights in and to the Services, including all intellectual property rights therein and thereto, are reserved by us or our licensors.

(b) **Limited License**. Subject to your compliance with these Terms, you are hereby granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use our Services for internal use, and solely with respect to any applications or software included in the Services, install and use such application or software on server, computer, or device that you own or control. Any use of the Services other than as specifically authorized under these Terms, without our prior written permission, is strictly prohibited and will terminate the license granted herein and violate our intellectual property rights. Any applications or software included in the Services are licensed (not sold), and if you fail to comply with any of the terms or conditions of these Terms, you must immediately cease using the applicable application or software and remove (that is, uninstall and delete) the applicable application or software from server, computer, or device.

(c) **Trademarks**. The name "Viva" and our logos, product or service names, slogans, and the look and feel of the Services are trademarks of Viva and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names, and company names or logos mentioned on or in connection with the Services are the property of their respective owners. Reference to any products, services, processes, or other information by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by us.

(d) **Feedback**. You may voluntarily submit through the Services or otherwise communicate to us any questions, comments, suggestions, ideas, original or creative materials, or other information about Viva or our Services (collectively, "***Feedback***"). You understand that we may use such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you, including to develop, copy, publish, or improve the Feedback or Services, or to improve or develop new products, services, or the Services in Viva's sole discretion. Viva will exclusively own all improvements to, or new, Viva products, services, or Services based on any Feedback. You understand that Viva may treat Feedback as nonconfidential.

7 Copyright Complaints

If you believe that any content on our Services infringe any copyright that you own or control, you may notify Viva's designated agent (your notification, a "***DMCA Notice***") as follows:

Designated Agent: DMCA Designated Agent, Viva Health, Inc.
Email Address: support@getviva.ai

Please see Section 512(c)(3) of the DMCA for the requirements of a proper notification. If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your notice may not be effective. If you knowingly materially misrepresent that any activity or material on our Services is infringing, you may be liable to Viva for certain costs and damages.

8 Third-Party Materials and Content

(a) **Third-Party Materials**. Our Services rely on or interoperate with third-party products and services, including, without limitation, data storage services, communications technologies, IoT platforms, third-party app stores, and internet and mobile operators (collectively, "***Third-Party Materials***"). These Third-Party Materials are beyond our control, but their operation may impact, or be impacted by, the use and reliability of our Services. You acknowledge that (a) the use and availability of the Services is dependent on third-party product vendors and service providers and (b) these Third-Party Materials may not operate reliably 100% of the time, which may impact the way that our Services operate.

(b) **Open Source**. Specifically, certain items of independent, third-party code may be utilized in connection with the Services that may be subject to open-source licenses ("***Open-Source Software***"). The Open-Source Software is licensed to us under the terms of the license that accompanies such Open-Source Software and may be licensed to you under the terms of the same license or through other terms. Nothing in the Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable license for such Open-Source Software.

(c) **Third-Party Content**. We may further provide information about or links to third-party products, services, activities, or events, or we may allow third parties to make their content and information available on or through the Services (collectively, "***Third-Party Content***"). We provide Third-Party Content as a service to those interested in such content. Your dealings or correspondence with third parties and your use of or interaction with any Third-Party Content are solely between you and the third party.

(d) **Third-Party Terms**. We have no obligation to monitor Third-Party Materials or Third-Party Content, and we may block or disable access to any Third-Party Materials or Third-Party Content (in whole or part) through our Services at any time. Your access to and use of such Third-Party Content or Third-Party Materials may be subject to additional terms, conditions, and policies applicable to such Third-Party Content (including terms of service or privacy policies of the providers of such Third-Party Materials).

9 Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless Viva and our officers, directors, agents, partners, and employees (individually and collectively, the "***Viva Parties***") from and against any losses, liabilities, claims, demands, damages, expenses or costs ("***Claims***") arising out of or related to (a) your or your Client's access to or use of the Services; (b) your Content or Feedback; (c) your violation of these Terms; (d) your or your client's violation of the Prohibited Use Policy; or (e) your violation, misappropriation, or infringement of any rights of any Client or any third party (including intellectual property rights or privacy rights). You will promptly notify Viva Parties of any third-party Claims, cooperate with Viva Parties in defending such Claims, and pay all fees, costs, and expenses associated with defending such Claims (including attorneys' fees). The Viva Parties will have control of the defense or settlement, at Viva's sole option, of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Viva or the other Viva Parties.

10 Disclaimers

Your and your Clients' use of our Services and any content or materials provided therein or therewith (including the Third-Party Content and Third-Party Materials) is at your sole risk. Except as otherwise provided in a writing by us and to the fullest extent permitted under applicable law, our Services and any content or materials provided therein or therewith (including the Third-Party Content and Third-Party Materials) are provided "as is" and "as available" without warranties of any kind, either express or implied. Viva disclaims all warranties with respect to the foregoing, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, Viva does not represent or warrant that our Services or any content provided therein or therewith (including the Third-Party Content and Third-Party Materials) are accurate, complete, reliable, current, or error-free or that access to our Services or any content provided therein or therewith (including the Third-Party Content and Third-Party Materials) will be uninterrupted. While Viva attempts to make your and your Clients' use of our Services and any content provided therein or therewith (including the Third-Party Content and Third-Party Materials) safe, we cannot and do not represent or warrant that our Services or any content provided therein or therewith (including the Third-Party Content and Third-Party Materials) or our servers are free of viruses or other harmful components or content or materials. You assume the entire risk as to the quality and performance of the Services and any content provided therein or therewith (including the Third-Party Content and Third-Party Materials). All disclaimers of any kind (including in this section and elsewhere in these Terms) are made for the benefit of Viva, Viva Parties, and Viva's respective shareholders, agents, representatives, licensors, suppliers, and service providers, as well as their respective successors and assigns.

11 Limitation of Liability

(a) To the fullest extent permitted by applicable law, Viva and the other Viva Parties will not be liable to you under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, consequential, exemplary, incidental, punitive, or special damages or lost profits, even if Viva or the other Viva Parties have been advised of the possibility of such damages.

(b) The total liability of Viva and the other Viva Parties for any claim arising out of or relating to these Terms or our Services, regardless of the form of the action, is limited to the amount paid by you to use our Services during the twelve months preceding the first act or event giving rise to liability.

(c) The limitations set forth in this Section 11 will not limit or exclude liability for the gross negligence, fraud, or intentional misconduct of Viva or the other Viva Parties or for any other matters in which liability cannot be excluded or limited under applicable law. Additionally, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

12 Release

To the fullest extent permitted by applicable law, you release Viva and the other Viva Parties from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown (including claims of negligence), arising out of or related to disputes between or among Clients, Authorized Users, and third parties.

13 Dispute Resolution; Binding Arbitration

Please read this section carefully because it requires you and viva to arbitrate certain disputes and claims and limits the manner in which you and viva can seek relief from each other.

Arbitration precludes you and viva from suing in court or having a jury trial. You and viva agree that arbitration will be solely on an individual basis and not as a class arbitration, class action, or any other kind of representative proceeding. Viva and you are each waiving the right to trial by a jury.

The parties to these terms acknowledge that the terms of this section are intended to reduce the financial burdens associated with resolving their disputes and are not intended to delay adjudication of any party's claims.

Follow the instructions below, in Section 13(k), if you wish to opt out of the requirement of arbitration on an individual basis.

(a) Claims To Which This Section Applies. The dispute resolution and binding arbitration terms in this Section 13 apply to all Claims between you and Viva, including any dispute, claim, or controversy (excluding those exceptions listed below) between you and Viva, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, that either party wishes to seek legal recourse for and that arises from or relates to these Terms or Viva products or services, including any privacy or data-security claims or claims related to the validity, enforceability, or scope of the arbitration requirement or any portion of it.

(b) Informal Dispute Resolution Prior to Arbitration. If you have a Claim against Viva or if Viva has a Claim against you, you and Viva will first attempt to resolve the Claim informally

for faster resolution and to reduce costs for both parties. You and Viva will make a good-faith effort to negotiate the resolution of any Claim for 60 days, or such longer period as mutually agreed in writing (email suffices) by the parties, ("***Informal Resolution Period***") from the day either party receives a written notice of a dispute from the other party (a "***Claimant Notice***") in accordance with these Terms.

You will send any Claimant Notice to Viva by email to support@getviva.ai. Viva will send any Claimant Notice to you by certified mail or email using the contact information you have provided to Viva. The Claimant Notice sent by either party must (i) include the sender's name, address, email address, and telephone number; (ii) describe the nature and basis of the Claim; and (iii) set forth the specific relief sought.

The Informal Resolution Period is designed to allow the party who has received a Claimant Notice to make a fair, fact-based offer of settlement if it chooses to do so.

You or Viva can file a Claim in arbitration only after the end of the Informal Resolution Period. You or Viva cannot proceed to arbitration before the end of the Informal Resolution Period. If you or Viva file a Claim in court or proceed to arbitration without complying with the requirements in Section 13, including waiting until the conclusion of the Informal Resolution Period, the other party reserves the right to seek relief from a court to enjoin the filing and seek damages from the party that has not followed the requirements in this Section to reimburse it for any arbitration fees and costs already incurred as a foreseeable consequence of that breach.

The statute of limitations and any filing fee deadlines for a Claim will be tolled for the duration of the Informal Resolution Period for that Claim so that the parties can engage in this informal dispute-resolution process.

(c) Claims Subject to Binding Arbitration; Exceptions. Except for individual disputes that qualify for small claims court (provided that the small-claims court does not permit class or similar representative actions or relief) and any disputes exclusively related to the intellectual property or intellectual-property rights of you or Viva, including any disputes in which you or Viva seek injunctive or other equitable relief for the alleged unlawful use of your or Viva's intellectual property or other infringement of your or Viva's intellectual property rights ("***IP Claims***"), all Claims, including Claims that are not related to intellectual property or intellectual-property rights but are jointly filed with IP Claims, that are not resolved in accordance with Section 13(b) will be resolved by a neutral arbitrator through final and binding arbitration instead of in a court by a judge or jury. Such Claims include, without limitation, disputes arising out of or relating to interpretation or application of this arbitration provision, including the enforceability, revocability, or validity of the arbitration provision or any portion of the arbitration provision. The arbitrator will have the authority to grant any remedy or relief that would otherwise be available in court.

(d) Binding Individual Arbitration. Subject to the terms of this section, Claims may only be settled by binding individual arbitration conducted by the American Arbitration Association (the "***AAA***"), https://adr.org/, according to the Federal Arbitration Act, 9 U.S.C. § 1, et seq., ("***FAA***"). The then-current version of the AAA's Commercial Arbitration Rules and Mediation Procedures are the Rules applicable to Claims between you and Viva as modified by these Terms.

These Terms affect interstate commerce, and the enforceability of this Section 13 will be substantively and procedurally governed by the FAA to the extent permitted by law. As limited by the FAA, these Terms, and the Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any Claim and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. To the fullest extent allowed by applicable law, the arbitrator may only award legal or equitable remedies that are individual to you or Viva to satisfy one of our individual Claims (that the arbitrator determines are supported by credible relevant evidence). To the extent that you prevail on a Claim and seek public injunctive relief (that is, injunctive relief whose primary purpose and effect is to prohibit and enjoin conduct harmful to the general public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual Claims in arbitration.

(e) Arbitration Procedure and Location. You or Viva may initiate arbitration of any Claim not resolved during the Informal Resolution Period and not excluded under Section 13(c) by filing a demand for arbitration with AAA in accordance with the Rules.

Instructions for filing a demand for with AAA are available on the AAA website. You will send a copy of any demand for arbitration to Viva by email to support@getviva.ai. Viva will send any demand for arbitration to you by certified mail or email using the contact information you have provided to Viva.

The arbitration will be conducted by a single arbitrator in the English language. You and Viva both agree that the arbitrator will be bound by these Terms.

For Claims in which the claimant seeks less than USD $10,000, the arbitrator will decide the matter solely based on written submissions, without a formal hearing, unless the arbitrator decides that a formal hearing is necessary. For Claims in which the claimant seeks USD $10,000 or more, or smaller matters in which the arbitrator determines a hearing to be necessary, hearings will be conducted by video or telephone, unless the arbitrator determines an in-person hearing to be necessary. If an in-person hearing is required and you reside in the United States, the hearing will take place in San Francisco, California. If you reside outside the United States, the site of any in-person hearing will be determined by the applicable Rules.

The arbitrator (not a judge or jury) will resolve all Claims in arbitration. Unless you and Viva agree otherwise, any decision or award will include a written statement stating the decision of each Claim and the basis for the award, including the arbitrator’s essential factual and legal findings and conclusions.

An arbitration award, and any judgment confirming it, apply only to that specific case; it cannot be used or offered as precedent in any other case except to enforce the award itself unless the parties agree prior to issuance of the award. Any arbitration decision or award may be enforced as a final judgment by any court of competent jurisdiction or, if applicable, application may be made to such court for judicial confirmation of any award and an order of enforcement.

(f) Arbitration Fees. Each party will be responsible for arbitration fees in accordance with the applicable Rules and these Terms.

(g) Frivolous or Improper Claims. To the extent permitted by applicable law, a claimant must pay all costs incurred by the responding party, including any attorney fees, related to a Claim if an arbitrator determines that (i) the Claim was frivolous or (ii) the Claim was filed in arbitration for any improper purpose, such as to harass the defending party, cause unnecessary delay, or needlessly increase the cost of dispute resolution.

(h) Confidentiality. If you or Viva serve a Claimant Notice, you and Viva agree to cooperate to seek protection for any confidential, proprietary, trade-secret, or otherwise sensitive information, documents, testimony, and other materials that might be exchanged or the subject of any discovery. You and Viva agree to seek such protection before any such information, documents, testimony, or materials are exchanged or otherwise become the subject of discovery.

(i) Two Years to Assert Claims. To the extent permitted by law, any Claim by you or Viva against the other must be filed within two years after such Claim arises; otherwise, the Claim is permanently barred, which means that you or Viva will no longer have the right to assert that Claim.

(j) Mass Arbitrations. If 25 or more Claimant Notices are received by a party that raise similar claims and have the same or coordinated counsel, these will be considered "***Mass Arbitrations***" and will be treated as mass arbitrations according to the AAA's Mass Arbitration Supplementary Rules, if and to the extent Mass Arbitrations are filed in arbitration as set forth in these Terms. You or Viva may advise the other of your or Viva's belief that Claims are Mass Arbitrations, and disputes over whether a Claim meets the definition of "Mass Arbitrations" will be decided by the arbitration provider as an administrative matter. To the extent either party is asserting the same Claim as other persons and are represented by common or coordinated counsel, that party waives any objection that the joinder of all such persons is impracticable. The following procedures are intended to supplement the AAA's Mass Arbitration Supplementary Rules, and to the extent the procedures conflict with those Rules, to supersede them.

Mass Arbitrations may only be filed in arbitration as permitted by the process set forth below. Applicable statutes of limitations will be tolled for Claims asserted in Mass Arbitrations from the time a compliant Claimant Notice has been received by a party until these Terms permits such Mass Arbitration to be filed in arbitration or court.

Initial Bellwether: The bellwether process set forth in this section will not proceed until counsel representing the Mass Arbitrations has advised the other party in writing (email suffices) that all or substantially all the Claimant Notices for the Mass Arbitrations have been submitted.

After that point, counsel for the parties will select 20 Mass Arbitrations to proceed in arbitration as a bellwether to allow each side to test the merits of its arguments. Each side will select 10 claimants who have provided compliant Claimant Notices for this purpose, and

only those chosen cases may be filed with the arbitration provider. The parties acknowledge that resolution of some Mass Arbitrations will be delayed by this bellwether process. Any remaining Mass Arbitrations shall not be filed or deemed filed in arbitration, nor shall any arbitration fees be assessed in connection with those Claims, unless and until they are selected to be filed in individual arbitration proceedings as set out in this Section 13(j).

A single arbitrator will preside over each Mass Arbitration chosen for a bellwether proceeding, and only one Mass Arbitration may be assigned to each arbitrator as part of a bellwether process unless the parties agree otherwise.

Mediation: Once the arbitrations that are part of the bellwether process have concluded (or sooner if the claimants and the other party agree), counsel for the parties must engage in a single mediation of all remaining Mass Arbitrations, with the mediator's fee paid for by Viva. Counsel for the claimants and the other party must agree on a mediator within 30 days after the conclusion of the last bellwether arbitration. If counsel for the claimants and the other party cannot agree on a mediator within 30 days, the arbitration provider will appoint a mediator as an administrative matter. All parties will cooperate for the purpose of ensuring that the mediation is scheduled as quickly as practicable after the mediator is appointed.

Remaining Claims: If the mediation process concludes with 100 or more unresolved Mass Arbitrations remaining, any party to a remaining Mass Arbitration may elect to no longer have the arbitration requirement in this Section 13 apply to all remaining Mass Arbitrations for which a compliant Claimant Notice was received by the other party but that were not resolved in the bellwether process or global mediation. To be effective, such an election must be communicated in writing (email suffices) to counsel for the opposing party (or to the opposing party if they do not have counsel) within 30 days of mediation concluding. Mass Arbitrations released from the arbitration requirement must be resolved in accordance with Section 13.

If the mediation process concludes with fewer than 100 Mass Arbitrations remaining or if no party makes a timely election as provided for in the previous paragraph, the AAA will randomly select 50 Mass Arbitrations (or the total remaining amount if less than 50) to proceed in arbitration as a second batch. The AAA will randomly select eligible claimants who have provided compliant Claimant Notices for this purpose, and only those chosen cases may be filed with the arbitration provider. A single arbitrator will preside over each Mass Arbitration chosen for this second batch, and only one Mass Arbitration may be assigned to each arbitrator as part of this second batch unless the parties agree otherwise. Once all arbitrations in the foregoing process are complete, the parties will repeat this process until all Mass Arbitrations have been arbitrated.

If Mass Arbitrations released from the arbitration requirement are brought in court, claimants may seek class treatment, but to the fullest extent allowed by applicable law, the classes sought may comprise only the claimants in Mass Arbitrations for which a compliant Claimant Notice was received by the other party. Any party may contest class certification at any stage of the litigation and on any available basis.

A court will have authority to enforce the bellwether and mediation processes defined in this section and may enjoin the filing of lawsuits or arbitration demands not made in compliance with it.

(k) Opting Out of Arbitration. You have the right to opt out of binding arbitration within 30 days of the date you first accepted these Terms by emailing support@getviva.ai. To be effective, the opt-out notice must include your full name, mailing address, and email address. The notice must also clearly indicate your intent to opt out of binding arbitration to be valid. By opting out of binding arbitration, you are agreeing to resolve disputes in accordance with Section 13.

(l) Rejection of Future Arbitration Changes. You may reject any change we make to Section 13 (except address changes) by sending us notice of your rejection within 30 days of the change via email at support@getviva.ai. Changes to Section 13 may only be rejected as a whole, and you may not reject only certain changes to Section 13. If you reject changes made to Section 13, the most recent version of Section 13 that you have not rejected will continue to apply.

(m) Severability. If any portion of this Section 13 is found to be unenforceable or unlawful for any reason, including but not limited to because it is found to be unconscionable, (i) the unenforceable or unlawful provision will be severed from these Terms; (ii) severance of the unenforceable or unlawful provision will have no impact whatsoever on the remainder of this Section 13 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 13; and (iii) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction, in accordance with these Terms, and not in arbitration. The litigation of those claims will be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 13 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 13 will be enforceable.

14 Governing Law

Any Claims will be governed by and construed and enforced in accordance with the laws of the State of California, except to the extent preempted by U.S. Federal Law, without regard to conflict of law rules or principles (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. If any Claim is not subject to arbitration pursuant to Section 13, then the state and federal courts located in the County of San Francisco, California, will have exclusive jurisdiction. You and Viva waive any objection to venue in any such courts. If your local law requires that consumer contracts be interpreted subject to local law and enforced in the courts of that jurisdiction, this section may not apply to you only to the extent that local law conflicts with this section.

15 Modifying and Terminating Our Services

We reserve the right to modify our Services or to suspend or terminate providing all or part of our Services at any time; charge, modify, or waive any fees required to use the Services; or offer opportunities to some or all customers, end users, or Clients of the Services. We may provide you with notice in advance of the suspension or discontinuation of all or part of our Services, such as by sending an email or providing a notice through our Services. All modifications and additions to the Services will be governed by these Terms or Supplemental Terms, unless

otherwise expressly stated by Viva in writing. You also have the right to stop using our Services at any time. We are not responsible for any loss or harm related to your inability to access or use our Services.

16 Severability

If any portion of these Terms other than Section 13 is found to be unenforceable or unlawful for any reason, including but not limited to because it is found to be unconscionable, (a) the unenforceable or unlawful provision will be severed from these Terms; (b) severance of the unenforceable or unlawful provision will have no impact whatsoever on the remainder of these Terms; and (c) the unenforceable or unlawful provision may be revised to the extent required to render the Terms enforceable or valid, and the rights and responsibilities of the parties will be interpreted and enforced accordingly, so as to preserve the Terms and the intent of the Terms to the fullest possible extent.

17 Export Control

You are responsible, and will ensure your Clients are responsible, for compliance with United States export controls and for any violation of such controls, including any United States embargoes or other federal rules and regulations restricting exports. You represent, warrant and covenant that you are not (a) located in, or a resident or a national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a “terrorist supporting” country; or (b) on any of the U.S. government lists of restricted end users.

18 Miscellaneous

Viva’s failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. These Terms reflect the entire agreement between the parties relating to the subject matter hereof and supersede all prior agreements, representations, statements, and understandings of the parties. The section titles in these Terms are for convenience only and have no legal or contractual effect. Use of the word “including” will be interpreted to mean “including without limitation.” Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. Communications and transactions between us may be conducted electronically.

19 Additional Terms Applicable to Mobile Devices

The following terms apply if you install, access, or use the Services on any device that contains the iOS mobile operating system (the “**iOS App**”) developed by Apple Inc. (“**Apple**”).

(a) **Acknowledgement**. You acknowledge that these Terms are concluded solely between us, and not with Apple. Viva, not Apple, is solely responsible for this iOS App and the content thereof. You further acknowledge that the usage rules for the iOS App are subject to any additional restrictions set forth in the Usage Rules for the Apple iOS App Store Terms of Service as of the date you download the App, and in the event of any conflict, the Usage Rules in the Apple iOS App Store will govern if they are more

restrictive. You acknowledge that you have had the opportunity to review the Usage Rules.

(b) **Scope of License**. The license granted to you is limited to a non-transferable license to use the iOS App on any iPhone, iPod touch, iPad, or any other Apple device that you own or control as permitted by the Usage Rules set forth in the Apple iOS App Store Terms of Service.

(c) **Maintenance and Support**. You and Viva acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

(d) **Warranty**. You acknowledge that Apple is not responsible for any product warranties, whether express or implied by law, with respect to the App. In the event of any failure of the iOS App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, paid to Apple for the iOS App by you; and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. The parties acknowledge that to the extent that there are any applicable warranties, any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any such applicable warranty would be the sole responsibility of Viva. However, Viva has disclaimed all warranties of any kind with respect to the App, and therefore, there are no warranties applicable to the App.

(e) **Product Claims**. You and Viva acknowledge that as between Apple and Viva, Viva, not Apple, is responsible for addressing any claims relating to the iOS App or your possession and/or use of the iOS App, including, but not limited to (a) product liability claims, (b) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement, and (c) claims arising under consumer protection or similar legislation.

(f) **Intellectual Property Rights**. The parties acknowledge that, in the event of any third-party claim that the iOS App or your possession and use of the iOS App infringe that third party's intellectual property rights, Viva, and not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required under these Terms.

(g) **Developer Name and Address**. Any questions, complaints, or claims with respect to the iOS App should be directed to:

Viva Health, Inc.
support@getviva.ai

(h) **Third-Party Terms of Agreement**. You will comply with any applicable third-party terms when using the Services.

(i) **Third-Party Beneficiary**. Apple and its subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

The following terms apply if you install, access, or use the Services on any device that contains the Android mobile operating system (the "**Android App**") developed by Google, Inc. ("**Google**"):

(a) You acknowledge that these Terms are between you and us only, and not with Google.

(b) Your use of our Android App must comply with Google's then-current Android Market Terms of Service.

(c) Google is only a provider of the Android Market where you obtained the Android App. We, and not Google, are solely responsible for our Android App and the Services and content available thereon. Google has no obligation or liability to you with respect to our Android App or these Terms.

(d) Google is a third-party beneficiary to the Terms as they relate to our Android App.

20 Text Messaging (SMS) Program

(a) Program. Viva Health, Inc. ("Viva AI") offers a text messaging program to dental practice owners, managers and staff who request a product demo or create an account with us. Messages concern Viva AI product demos, product news and updates, and follow-ups after a demo or sales call, and may include links to book a time.

(b) Consent. You enroll only by checking the optional SMS consent box on our demo request or signup form at https://app.getviva.ai/signup and providing your mobile number. Consent to receive marketing text messages is not a condition of purchase. Accepting these Terms, creating an account, or using the Services does not by itself constitute consent to receive marketing text messages; Section 2(d) does not apply to marketing text messages, which are governed only by this Section 20.

(c) Message Frequency and Cost. Message frequency varies, up to 4 messages per month. Message and data rates may apply.

(d) Opting Out. You can cancel at any time by replying STOP to any message. After you reply STOP, you will receive one message confirming that you have been unsubscribed, and we will send no further text messages unless you opt in again, for example by replying START.

(e) Help. Reply HELP to any message, or email us at info@getviva.ai, for help.

(f) Carriers. Carriers are not liable for delayed or undelivered messages.

(g) Privacy. We do not share, sell, or provide your mobile phone number or messaging consent data to third parties or affiliates for marketing or promotional purposes. See our Privacy Notice at https://www.getviva.ai/privacy-policy/.