

Terms of Service.

Last Updated: June 23, 2022

KonnectMD provides its services (described below) to you through its website located at www.talktomira.com (the “Site”) and through its related services (collectively, such services, including any new features and applications, and the Site, the “Service(s)”), subject to the following Terms of Service (as amended from time to time, the “Terms of Service”). This agreement is the user agreement (the “Agreement”) for Mira. This Agreement describes the terms and conditions applicable to your use of our services available under the domain and sub-domains of the Site. If you do not agree to be bound by the terms and conditions of this Agreement, do not access the Site or use the Services. As discussed below, we reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service.

PLEASE READ THE FOLLOWING CAREFULLY AS IT CONTAINS AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU MAY HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST MIRA ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO

HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW. BY USING THIS SITE, YOU SIGNIFY YOUR ACCEPTANCE OF THESE TERMS OF SERVICE. IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS CONTAINED IN THE TERMS OF SERVICE, PLEASE DO NOT USE THESE SERVICES.

In addition, when using certain services, you may be subject to any additional terms and conditions applicable to you as a Mira user, including, without limitation, the Privacy Policy located

at https://www.konnectmd.com/files/ugd/523e5b_1f6c1996db614e1b8a1395d941e02673.pdf You must read, agree with and accept all of the terms and

conditions contained in this Agreement and the Privacy Policy, which include those terms and conditions expressly set out below and those incorporated by reference, before you may use the Site.

KonnectMD provides access to telehealth services that are provided by Walmart Health Virtual Care.

Walmart Health Virtual Care, previously known as MeMD®, gives you access to online medical consultations (aka “online doctor visits”) with physicians, nurse practitioners, and physician assistants who can write prescriptions when medically necessary and permitted by state law. MeMD® also gives you access to online counseling or talk therapy with behavioral health providers; however, therapists cannot write prescriptions. MeMD® is a telehealth company, not an online pharmacy, and medications cannot be purchased or dispensed from MeMD® directly. The MeMD® Service is not a replacement for your primary care physician or annual office check-ups, nor is it a replacement for other treating providers (except in the context of mental and behavioral health services or in the Virtual Primary Care service line where the Provider has explicitly agreed to assume such role). Subject to state regulations, MeMD® is available nationwide with providers licensed to practice in your state who use video and/or audio technology.

WHEREAS, Konnectmd offers access to telemedicine and prescription services (the “Konnectmd Services”) to its subscribers powered by MeMD for a monthly fee.

WHEREAS, Subscriber desires to subscribe for the Konnectmd Services and Konnectmd agrees to provide the Konnectmd Services to Subscriber in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, accepted and agreed to, the parties, intending to be legally bound, agree to the terms set forth below.

TERM; TERMINATION. The term of this Agreement shall be Month to Month. Starting the Effective Date (the "Initial Term") and shall automatically renew for successive monthly terms, unless either party provides the other party with thirty (30) days' prior written notice of termination.

1. MONTHLY SUBSCRIPTION FEE. The monthly subscription fee shall be set forth by customer to this Agreement (the "Monthly Fee") which is incorporated herein by reference. The Monthly Fee shall be payable by Subscriber to Konnectmd in advance on the first of each month by ACH automatic debit or by credit card. Upon execution of this Agreement, Subscriber shall provide Konnectmd with a completed ACH Authorization in the form provided.

2. SERVICES. Konnectmd shall provide Subscriber with the Konnectmd Services for its designated personnel during the Term. Subscriber shall provide Konnectmd with a completed CSV file in Exhibit C that contains the pertinent information needed to give the designated personnel access to Konnectmd Services or by online enrollment form.

3. NOTICES. All notices, approvals, consents, requests, and other communications hereunder shall be in writing and shall be delivered by (i) personal delivery, (ii) by national overnight courier service, (iii) by certified or registered mail, return receipt requested, or (iv) via email by way of a PDF attachment thereto of a manually executed document. Notice shall be effective upon receipt except for notice via email, which shall be effective only when the recipient, by return email or notice delivered by other method provided for in this Section 4, acknowledges having received that email (with an automatic "read receipt" or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section 4). Such notices shall be sent to the applicable party or parties at the address specified below:

4. GENERAL PROVISIONS. Any waiver by Konnectmd of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any

subsequent breach of the same or any other provision hereof. All waivers by Konnectmd shall be in writing. In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement; and this Agreement shall, to the fullest extent lawful, be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provision or part reformed so that it would be valid, legal and enforceable to the maximum extent possible. Konnectmd shall have the right to assign its rights and obligations under this Agreement to a party which assumes its obligations hereunder. Subscriber shall not have the right to assign its rights or obligations under this Agreement without the prior written consent of Konnectmd. This Agreement may be amended or modified, in whole or in part, only by an instrument in writing signed by all parties hereto. This Agreement shall be construed in accordance with and governed for all purposes by the laws of Oklahoma, except for any conflict of law rule that would cause the law of another jurisdiction to apply. Each party hereby submits to the jurisdiction of the State of Oklahoma and agrees that venue is proper in any state or federal court in Oklahoma County, Oklahoma. In the event that any dispute between the parties results in litigation or any other dispute resolution process to enforce this Agreement, the prevailing party in the litigation or other dispute resolution process shall be entitled, in addition to all other remedies provided under this Agreement or by law, to recover from the non-prevailing party any and all costs and expenses, including without limitation, reasonable attorney's fees, related to, associated with or arising from the litigation or other dispute resolution process.