

## TESTING AND VACCINATION TERMS OF SERVICE

1. **Entire Agreement.** These Testing and Vaccination Terms of Services (the “**Terms**”) are incorporated by reference into each applicable order form (“**Order Form**,” together with the Terms, the “**Agreement**”), entered into between Novir, LLC, a Wisconsin limited liability company, its subsidiaries and/or its affiliates (collectively, the “**Company**”) and the individual or legal entity that Company is providing Services (as defined below) to under the Order Form (“**Customer**”). These Terms, together with the applicable Order Form are the only terms and conditions that govern or otherwise apply to Company’s provision of Services and compromise the entire agreement between the parties with respect to the provision of such Services, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, whether written or oral with respect to the subject matter of the Services. These Terms prevail over any of Customer’s general terms and conditions regardless of whether or when Customer has submitted its request for proposal, order or otherwise. Provision of Service to Customer does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these Terms. Certain terms used, but not otherwise defined herein, shall have the meanings ascribed to such term in the Order Form.

2. **Services.** Company will provide such services as described in the Order Form (the “**Services**”) in accordance with these Terms at the location set forth in the Order Form (including remotely by video conference or other telecommunication device, if applicable), or such other location that the Customer designates in written no later than two (2) business days prior to Company’s provision of Services (the “**Location**”). Notwithstanding the foregoing, or anything contained in the Order Form to the contrary, the Services shall not include, and Company will not provide (a) medical care or advice to any Participant, whether before or after Tests or Vaccines (as each term is defined below), or (b) consult with Customer or otherwise provide Customer with policies or procedures regarding Participants Test results. Company will only provide Services to those individuals who (x) sign an authorization form, authorizing Company to (A) conduct the applicable Tests (which Tests will be listed in the authorization form), (B) administer Vaccines (which will be listed in the authorization form); (C) collect, copy, share, use and transmit Personal Data (as defined below), including Test results or vaccination data, to the extent required for Company to fulfill its obligations hereunder and under applicable laws; (D) if requested by Customer, authorize Company to share certain Personal Data (including Test results and Vaccine Data) with Customer; and (E) transmit the Participant’s Test results or Vaccine data to Participant’s user account with the Company’s service providers and, if requested by Customer, to Customer and (y) complete such other documentation as Company

reasonably requires.

3. **Company Personnel.** Company employs or otherwise engages personnel and physicians who are trained, licensed, certified and, to the extent required by applicable law, supervised to perform the Services of behalf of Company (“**Company Personnel**”). In addition, Company shall provide sufficient Company Personnel to perform such services that are ancillary to the Services as are required by the terms of the Agreement.

4. **Customer Obligations.** Customer Shall

(a) cooperate with Company in all matters relating to the Services and provide such access to the Location, and such accommodation and facilities as are set forth in the Order Form, for the purposes of performing the Services;

(b) respond promptly to any request by Company to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Company to perform Services in accordance with the requirements of this Agreement;

(c) make no representations or claims to Participants as to Company’s Services, the Tests or the Vaccines, nor inform any Participant that Company is providing medical care or advice of any kind;

(d) provide such materials or information as Company may reasonably request to carry out the Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects;

(e) obtain and maintain all necessary licenses and consents (including Participant consents and authorizations) and comply with all applicable laws in relation to the Services before the date on which the Services are to be performed;

(f) ensure the authenticity of authorization to act by individuals or employees who act on behalf of a participant in obtaining and maintaining necessary information in completing registration and obtaining consent and

(g) make commercially reasonable efforts to promote Company and its Services.

Customer acknowledges and agrees that such requirements may require the placement of screens or temporary structures within the Location.

5. **Customer's Acts or Omissions.** If Company’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer

or its agents, subcontractors, consultants, or employees, Company shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. **Company Obligations.** To the extent applicable based on the Services selected by Customer on the Order Form, Company shall:

(a) Provide all materials and equipment required by Company to fulfill its obligations hereunder (the “**Equipment**”) including personal protective equipment, chemicals, reagents, swabs, test tubes, needles, sharps containers and biohazardous waste containers.

(b) Administer the vaccines set forth on the Order Form in accordance with vaccine-product-specific recommendations made by the Advisory Committee on Immunization Practices (ACIP). Company may administer any of the EUA authorized vaccines to Participant that complies with this Agreement (together, the “**Vaccine(s)**”).

(c) Collect specimens for and administer the tests set forth on the Order Form in a manner that complies with this Agreement (the “**Test(s)**”). In the event that a Participant test positive or non-negative using one of the foregoing, Company may administer additional tests, including PCR or NAAT tests or deliver additional specimen to laboratory for evaluation, as to that Participant as required by law and in compliance with this Agreement. Company will be solely responsible for safely and appropriately transmitting all specimens collected during the latter Tests to applicable laboratories for analysis.

(d) Administer Tests or Vaccines that comply with applicable laws, including Tests or Vaccines that received an Emergency Use Authorization from the U.S. Food and Drug Administration for the duration of such authorization and FDA-approved Tests or Vaccines.

(e) Dispose of all biological materials and all Equipment contaminated with biological materials (or otherwise) as required by applicable law in marked biohazardous waste containers, and remove all such items from the Location periodically throughout each day but, in any case, no less than once per day. Company will cooperate with such third-party cleaning service engaged by Customer to clean and sanitizing the Location.

(f) Provide Test results or Vaccine data to Participants via the App (including all information necessary for Participants to access their Test Results or Vaccine data), and to any third-party, including a governmental authority, to whom Company is required to disclose results or to whom the Participant has authorized such disclosure.

7. **Term.** The term of this Agreement shall be set forth in the Order Form.

8. **Termination.** Following the initial term of the Agreement set forth on the Order Form, either Party may terminate this Agreement at any time upon thirty (30) days prior written notice. Notwithstanding the foregoing, either party may terminate this Agreement immediately upon written notice to the other in the event of (i) the occurrence of an Event of Default (as defined below) or (ii) the filing of a petition by or against either party under the provisions of any federal or state bankruptcy or insolvency law. For purposes of this Agreement, an “**Event of Default**” shall mean the breach, violation, or failure of either party to perform any material obligation, or to satisfy any of the applicable representations and warranties contained in this Agreement, which, if curable, is not cured within thirty (30) days after receipt of written notice from the non-breaching Party to perform or observe the obligation.

9. **Fees and Payment.** Customer shall pay for the Services within fifteen (15) days of the date of the Company’s invoice, or otherwise as set forth in the Order Form and at the price set forth in the Order Form (the “**Service Fee**”). Customer shall make all payments hereunder in US Dollars by ACH direct deposit or other method acceptable to Company. Any prepayments by Customer will be credited towards future Services.

10. **On-Site clinics - Cancelled clinics and Capacity Commitment.** The Capacity Commitment for each Clinic is set by the Customer and tracked. It is the Customer’s responsibility to confirm the Capacity Commitment at least forty-eight (48) hours prior to the scheduled clinic. If Customer does not meet 80% of the Capacity Commitment for a Clinic, Company, shall have the right to charge Customer a fee for each unused Vaccination at the Clinic (the “**Unused Capacity Fee**”). A Cancelled clinic within the forty-eight (48) hours maybe be charged at full cost to Company.

11. **Representations and Warranties; Disclaimer of Warranties.**

(a) Company and Customer each warrants to the other as follows: (a) it is a corporation, partnership or limited liability company organized and existing under the laws of its jurisdiction of incorporation or formation; (b) it has the requisite authority to enter into the Agreement and to perform its obligations thereunder and hereunder; (c) the Agreement is a legal, valid and binding agreement of such party enforceable against such party in accordance with the Agreement and these Terms; (d) there is no contractual or, to such party’s knowledge, other restriction, limitation or condition which might affect adversely its ability to perform under the Agreement or the Terms; and (e) it shall comply with all laws and regulations relating to its performance under the Agreement in all applicable jurisdictions.

(b) Company represents and warrants that Company (i) is in compliance with all applicable laws with respect to the Services, the Equipment and its business, including those promulgated by the U.S. Food and Drug Administration and U.S. Department of Health, (ii) maintains a certification under the Clinical Laboratory Improvement Act (“CLIA”), (iii) abides by the Advisory Committee on Immunization Practices priority Practice Recommendations and the State Disaster Medical Advisory Committee’s Phase 1A guidance, (iv) maintains, or requires that the Company Personnel maintain, all other licenses, permits, consents and authorizations required by applicable law. will comply with all laws applicable to the Services, the Equipment and its business, (v) Services will not cause Customer to violate CLIA or Department of Health, any regulations promulgated in connection therewith, nor any similar laws governing the locations or conditions under which human biological specimens are collected, analyzed or examined for purposes of diagnosis.

(c) These warranties will be deemed continuing as if made each day of the Agreement.

(d) EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE.

## 12. HIPAA.

(a) Data Privacy and Protection. In connection with Company’s provision of Services, Company will process information about or associated with an identified or identifiable natural person, including individually identifiable health information (“**Personal Data**”). All such Personal Data and any records containing it will belong to Company. Customer may not access Personal Data except as explicitly set forth herein or as otherwise authorized by the applicable Participant.

(b) Company maintains password-protected, secure applications (the “App”) capable of accessing an associated cloud-based database containing all relevant Personal Data and Test results and Vaccine data. Participants may access the App to obtain their Test and Vaccine results. All data stored on the App is encrypted at rest and during transmission. Each party shall comply with all applicable laws governing the collection, storage, modification, removal, transmission and other processing of Personal Data, including the U.S. Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the U.S. Health Information Technology for Economic and Clinical Health of 2009 (“HI-TECH”) and all

regulations promulgated thereunder, to the extent applicable.

(c) If Company is a “Business Associate” of Customer as defined under HIPAA, then the parties will enter into a mutually agreeable Business Associate Agreement. Upon mutual execution, the Business Associate Agreement will become a valid and binding part of this Agreement. In the event of a conflict between this Agreement and the Business Associate Agreement, the Business Associate Agreement will control to the extent of the conflict.

## 13. Data Ownership.

(a) **Company Data.** Customer hereby acknowledges and agrees that all information and data generated in the performance of the Services or otherwise made available to Customer pursuant to this Agreement (“**Participant Data**”), is proprietary to and owned exclusively by Company. Customer will not share Participant Data with or disclose it to any third party, excluding the Participant who is the subject of such Participant Data, without the prior written consent of Company or as otherwise required or permitted by applicable laws or this Agreement.

(b) **De-identified Participant Data.** Upon request, Company will provide Customer with a de-identified, aggregate data set for the Services provided at the Location. Company grants Customer a perpetual, worldwide, transferable and sublicensable royalty-free license to copy, perform, display, transmit and otherwise use all such de-identified aggregated data solely for Customer’s internal use. For the avoidance of doubt, de-identified aggregated data is owned by the Company.

## 14. Intellectual Property.

(a) **Grant of License by Company.** Company grants Customer a non-exclusive, royalty-free, revocable, worldwide, non-transferable (except to permitted assignees of the Agreement in its entirety) license to use, copy, display, perform, distribute, and transmit Company’s trademarks (including logos), advertising copy, images and other advertising materials protected by intellectual property rights (the “**Company IP**”) solely (a) for the purpose of marketing, promoting and advertising the Services and their availability at the Location(s); and (b) in compliance with the terms of this Agreement. Customer will submit all marketing, promotional and advertising materials containing Company IP (the “**Company Collateral**”) to Company for its prior written approval before displaying or publishing it, which approval will not be unreasonably withheld, delayed or conditioned. Previously approved Company Collateral may be re-used without additional approvals. Company shall own and retain all right, title and interest in and to Company IP. All use of Company IP under this

Agreement, and all goodwill associated with such use, shall inure to Company's benefit. Customer shall accurately reproduce Company IP, and agrees not to use or display Company IP in a manner that is defamatory, misleading, libelous, obscene or otherwise potentially damaging to Company's reputation or goodwill.

(b) **Grant of License by Customer.**

Customer grants Company a non-exclusive, royalty-free, revocable, worldwide, non-transferable (except to permitted assignees of the Agreement in its entirety) license to use, copy, display, perform, distribute, and transmit Customer's trademarks (including logos), (the "**Customer Marks**") solely (a) for the purpose of marketing, promoting and advertising the Services and their availability at the Location(s); and (b) in compliance with the terms of this Agreement. Company will submit all marketing, promotional and advertising materials containing Customer Marks (the "**Customer Collateral**") to Customer for its prior written approval before displaying or publishing it, which approval will not be unreasonably withheld, delayed or conditioned. Previously approved Customer Collateral may be re-used without additional approvals. Customer shall own and retain all right, title and interest in and to the Customer Marks. All use of Customer Marks under this Agreement, and all goodwill associated with such use, shall inure to Customer's benefit. Company shall accurately reproduce the Customer Marks, and agrees not to use or display the Customer Marks in a manner that is defamatory, misleading, libelous, obscene or otherwise potentially damaging to Customer's reputation or goodwill.

15. **Confidentiality.**

(a) All non-public, confidential or proprietary information of Company, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "**Confidential Information**"), disclosed by Company to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed, copied or used by Customer without the prior written consent of Service Provider. Confidential Information does not include information that is:

- (i) in the public domain;
- (ii) known to Customer at the time of disclosure;  
or
- (iii) rightfully obtained by Customer on a non-confidential basis from a third party.

Company shall be entitled to injunctive relief for any violation of this Section.

16. **Insurance.** Customer will obtain and maintain insurance valid in the jurisdiction(s) in which the Services are to be performed, the following insurance, at a minimum: (i) workers' compensation insurance (including employers' liability insurance) as required by applicable laws; and (ii) comprehensive general liability insurance endorsed to include products and completed operations, advertising liability, personal injury, property damage and contractual liability coverage for at least \$2,000,000 per occurrence and \$3,000,000 in the aggregate.

17. **Indemnification; Limitation of Liability.**

(a) **By Company.** Company will indemnify, defend and hold harmless Customer from and against any claim, cause of action, suit, proceeding, demand, liability, damage, loss, fine, penalty, cost or expense, including but not limited to court costs and reasonable attorneys' fees (together, "**Claims**") brought or asserted against the Customer by a third-party or suffered or incurred by or assessed against Customer by a third-party or as a result of such third-party Claims to the extent arising out of, caused by, relating or incidental to (i) Company's breach of this Agreement, including its breach of any representation or warranty; (ii) Company's negligence, gross negligence or willful misconduct, or that of Company Personnel in the performance of the Services; (iii) death of or bodily injury to Participants at the Location but only to the extent caused by Company's negligence, gross negligence or willful misconduct in performing the Services; or (iv) infringement of any intellectual property right, right of publicity or right of privacy of or by the App or Company IP when accessed or used by Customer as permitted hereunder.

(b) **By Customer.** Customer will indemnify, defend and hold harmless Company, its parent, subsidiary and affiliated companies, their successors and assigns, and each such entity's shareholders, members, directors, officers, agents, employees, and contractors (the "**Company Indemnitees**") from and against any Claims brought or asserted against a Company Indemnitee or suffered or incurred by, or assessed against, a Company Indemnitee by a third-party or as a result of such third-party Claims to the extent arising out of, caused by, relating or incidental to (i) Customer's breach of this Agreement; (ii) Customer's negligence, gross negligence or willful misconduct, or that of Customer's employees, independent contractors or subcontractors' personnel; (iii) death of or bodily injury to Company Personnel performing Services at the Location but only to the extent caused by Customer's negligence, gross negligence or willful misconduct in its maintenance of the premises and the Location.

(c) **Indemnification Procedure.** A party seeking indemnification will notify the other in writing promptly upon learning of any Claim for which indemnification is sought; provided, however, that a

party's failure to do so will only excuse the indemnifying party to the extent it is prejudiced by the delay. In addition, the indemnified party will reasonably cooperate with the defense of any Claim, at the indemnifying party's expense and the indemnify party will retain sole control over the defense or settlement of any Claim, except that it may not finally settle any Claim nor consent to the entry of any final judgment regarding a Claim without the indemnified party's written consent.

(d) **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY LOSS OF PROFIT OR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE, COSTS, EXPENSES OR OTHER CLAIMS, AND COMPANY SHALL NOT BE LIABLE FOR ANY AMOUNTS THAT IN THE AGGREGATE EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING TYPES OF LOSSES OR DAMAGES.

#### 18. Additional Terms.

(a) **Force Majeure.** Neither party will be liable for any failure to perform or timely perform its obligations hereunder to the extent caused by any unforeseen occurrence or circumstance beyond the reasonable control of such party making it illegal, impossible or commercially impracticable for the party to so perform or timely perform (each a "**Force Majeure Event**"), which may include earthquakes, fire, accidents, floods, storms, other Acts of God, riots, wars, rebellions, national or international emergencies, failure to secure materials or equipment from usual sources of supply, failure of carriers to furnish transportation, products deterioration in transportation, or changes in laws or new laws making performance illegal. Upon the occurrence of such a Force Majeure Event, the party whose performance is impaired will provide the other with written notice as soon as possible under the circumstances.

(b) **Assignment.** Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

(c) **Independent Contractors.** Company is an independent contractor to Customer and nothing in this Agreement will create or is intended to create any other relationship between the parties, including any partnership,

agency, joint venture, franchise, sales representative or employment relationship. Company Personnel are and will remain the employees or contractors of Company and not of Customer.

(d) **Notice.** Any notice or other document required or permitted to be given hereunder will be in writing and will be sent by email (courtesy copy only) and first class mail or express courier, to the address set forth in the Order Form for the receiving party, or to such other address that may be designated by the receiving party in writing. Any notice given hereunder will be deemed to be effective only upon receipt by the intended recipient.

(e) **No Waiver; Severability.** Either party's failure to enforce any provision of this Agreement will not be construed as a waiver of any provision or right, including the right to enforce such provision at a later date. If any term, condition or provision of this Agreement is held to be illegal, invalid or unenforceable, the applicable term, condition or provision will be construed in accordance with applicable laws as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in full force and effect.

(f) **Survival.** Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Confidentiality, Governing Law and Venue, and Survival.

(g) **Amendment and Modification.** This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

(h) **Governing Law and Venue.** All matters arising out of or relating to the Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Wisconsin. All legal actions or proceedings arising out of this Agreement will be brought exclusively in the federal or state courts located in Wisconsin and the parties hereby irrevocably consent to the personal jurisdiction and venue therein. The parties agree that the obligations hereunder are necessary and reasonable in order to protect their respective businesses, and expressly agree that monetary damages would be inadequate to compensate for any breach of any of the intellectual property and confidentiality provisions of the Agreement. Accordingly, the parties agree and acknowledge that any such violation or threatened violation will cause irreparable injury to the aggrieved party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, said party may

be entitled to seek injunctive relief against the threatened breach of the Agreement or the continuation of any such breach, without the necessity of proving actual damages.