

ASSIGNMENT & FIRST AMENDMENT TO CLIENT AGREEMENT

This Assignment & First Amendment to the Everside Client Agreement (the "Amendment"), dated January 1, 2026 (the "Effective Date"), is made by and among the Indian River County ("Client"), Everside Health, LLC, and Marathon Health, LLC ("Marathon").

RECITALS

WHEREAS, Client and Marathon are parties to that certain Everside Client Agreement dated March 1, 2023, for certain preventive, wellness, disease management, health consultation and primary care services, as amended from time to time (as amended, the "Agreement");

WHEREAS, the indirect parent companies of Marathon and Everside entered into a merger effective February 7, 2024, resulting in the common control of Marathon and Everside, and Everside desires to assign the Agreement from Everside to Marathon;

WHEREAS, Marathon and Client wish to amend the Agreement to (i) acknowledge the assignment of the Agreement from Everside to Marathon and (ii) otherwise amend the Agreement as reflected herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Assignment of Agreement; Acknowledgment.

- a) Everside hereby assigns its right, title and interest under, in and to: (i) the Agreement; and (ii) the Business Associate Agreement by and between Everside and Client dated March 1, 2023 (the "Business Associate Agreement") to Marathon (as an affiliate under common control with Everside), and delegates all of its rights and obligations under the Agreement and Business Associate Agreement to Marathon. Marathon accepts such right, title and interest of Everside in and to the Agreement and the Business Associate Agreement and assumes said obligations and liabilities of Everside relating thereto. This assignment shall bind and inure to the benefit of the parties hereto.
- b) Client acknowledges that: (i) the above-described assignment shall be effective as of the first of the month of the next month following the Effective Date; (ii) all references to "Everside" in the Agreement or the Business Associate Agreement shall be read to reference Marathon; and (iii) the "Everside Client Agreement" shall be referred to as the "Client Agreement."

2. **Notices.** Client acknowledges that notices given to Marathon in accordance with Section 8.8(a) of the Agreement shall be sent to:

Marathon Health, LLC
Attention: Jeff Wells, CEO
802-857-0400

Via USPS:
P. O. Box 1433
Portsmouth, NH 03802

Via UPS/FedEx:
2900 W. Market Street, Suite 2900
Indianapolis, IN 46204

Copy to:
Marathon Health, LLC
Attention: General Counsel
legal@marathon.health

3. **Addition of Section 3.1(k) – Patient Support Call Center.** The following additional service to be provided by Marathon is inserted as paragraph (k) in Section 3.1:

- (k) Patient Support Call Center. Marathon will operate a patient support call center for Member appointment scheduling, responding to questions, incentive information, service escalations and other patient support during regular Health Center operating hours.

4. **Fees.** The Parties acknowledge and agree that Marathon has waived its customary service fee for the provision of the Patient Support Call Center services in the amount of \$11,606 per year.

5. **Miscellaneous.** This Amendment is made under and incorporates the terms and conditions of the Agreement. The terms and conditions set forth in this Amendment are in addition to and not in substitution of any terms or conditions set forth in the Agreement. Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Agreement. Except as specifically modified by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

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IN WITNESS WHEREOF, each of the parties hereto has executed this Amendment as of the Effective Date.

INDIAN RIVER COUNTY

MARATHON HEALTH, LLC

By: _____
Deryl Loar, Chairman
Board of County Commission

By: _____
Jeff Wells, CEO

Date: _____

Date: _____

Attest: Ryan Butler, Clerk of Court
& Comptroller

By: _____
Deputy Clerk

Approved as to Form:

Jennifer W. Shuler, County Attorney

EVERSIDE HEALTH, LLC

By: _____
Name: _____
Title: _____
Date: _____