

## CO-EXISTENCE AGREEMENT

This CO-EXISTENCE AGREEMENT (the “**Agreement**”), dated upon the latter date provided in the signature block below (the “**Effective Date**”), is entered into by and between Teladoc Health, Inc., a Delaware corporation with an address at 2 Manhattanville Rd., Purchase, NY 10577, United States of America, as the assignee of and successor to InTouch Technologies, Inc. (“**Teladoc**”), and Solo S.r.l., an Italian società responsabilità limitata with an address at Via XX Settembre 27 Milano ITALY 20162 (“**Solo**”).

### RECITALS

**WHEREAS**, Teladoc is a company specializing in telehealth services, including providing a virtual care platform and devices used in telehealth services and communication services related thereto, including the goods and services described in the Teladoc Application (the “**Teladoc Goods and Services**”);

**WHEREAS**, Teladoc owns a trademark application in the United States for SOLO, U.S. Ser. No. 88/604,015 (the “**Teladoc Application**”), as well as applications in Canada, China, the European Union, Israel, Japan, Mexico, Republic of Korea, United Kingdom, and Taiwan for SOLO, in each case for the goods described therein (the “**Teladoc Marks**”);

**WHEREAS**, Solo is in the business of creating content that is not related to healthcare for use exclusively by smart speakers, and software related thereto, including the goods and services described in the Solo Application (the “**Solo Goods and Services**”);

**WHEREAS**, Solo owns a trademark application in the United States for SOLO (and Design), U.S. Ser. No. 88/508,280 (the “**Solo Application**”), and a European Union registration for SOLO (and Design), EUTM 018084454, in each case for the goods and services described therein (the “**Solo Marks**”);

**WHEREAS**, an examiner with the United States Patent and Trademark Office has cited the Solo Application as a potential bar to registration of the Teladoc Application;

**WHEREAS**, Teladoc has been granted an extension of time to oppose the Solo Application;

**WHEREAS**, the parties disagree as to which has priority in the United States regarding use of SOLO; and

**WHEREAS**, the parties each recognize the validity of the other parties’ use of the above-referenced marks and wish to avoid any conflict between their marks and any consumer confusion regarding products branded with and goods and services offered in connection with such marks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Teladoc and Solo each believe there is no likelihood of confusion or conflict between their respective marks described above due to the differences between the marks and the goods and services covered thereby.
2. Teladoc agrees that it is not using and will not use the mark SOLO or any similar mark for any Solo Goods and Services.
3. Solo agrees that it is not using and will not use the mark SOLO or any similar mark for any Teladoc Goods and Services.
4. Teladoc consents to, and will not take action to interfere with or challenge, the use and registration by Solo of the Solo Marks in connection with any Solo Goods and Services in any country or jurisdiction.

5. Solo consents to, and will not take action to interfere with or challenge, the use and registration by Teladoc of the Teladoc Marks in connection with any Teladoc Goods and Services in any country or jurisdiction.

6. In the unlikely event any consumers are confused as to the source or origin of either party's goods or services, Teladoc and Solo agree to work together to eliminate or minimize any such confusion to consumers in the marketplace.

8. Either party may provide a redacted copy of this Agreement (removing Section 7) to applicable government authorities in any country or jurisdiction.

9. This Agreement, including the recitals, which are incorporated herein by reference, contains the entire agreement and understandings of the parties hereto with respect to the subject matter hereof. This Agreement may not be changed or altered or modified in any way except in writing signed by duly authorized representatives of the parties. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be deemed an original, but all of which taken together form a single instrument.

10. This Agreement will be binding upon and inure to the benefit of the parties, their successors in interest, subsidiaries, affiliates or assignees. If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination will not affect the validity, legality or enforceability of any other part of this Agreement; and the remaining parts of this Agreement will be enforced as if such invalid, illegal or unenforceable part were omitted.

11. This Agreement shall be construed as a whole in accordance with its fair meaning and in accordance with the laws of the State of New York without regard to its conflict of laws provisions. The terms of this Agreement have been negotiated by the parties and their respective legal counsel, and the language of the Agreement shall not be construed in favor of or against any particular party.

12. All notices required or permitted to be given under the terms of this Agreement must be in writing and will be delivered when sent (postage prepaid) by reputable overnight courier service (such as Federal Express, or DHL), and will be deemed given and received one business day after being sent by such overnight courier service, addressed in each case to the respective party at its address first specified above, or at such other address as such party may from time to time designate by written notice to the other party.

IN WITNESS HEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

Teladoc Health, Inc.

Solo S.r.l.

By:   
John Albright (Dec 7, 2020 13:03 EST)

By: 

Name: John Albright

Name: Mauro Del Rio

Title: VP Corporate Counsel

Title: CEO

Date: 12/7/2020

Date: 11/20/2020