



EXHIBIT A

Terms and Conditions

1. DEFINITIONS

"Access Credentials" means any username, identification number, password, license or security key (including any API key), security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization required for AI Agents to act on Customer's behalf and to enable any necessary integrations or configurations needed to provide the Services.

"Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.

"Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise/ownership of more than 50% of the voting securities of a Person

"Aggregated Statistics" has the meaning set forth in Section 7(b)(iii).

"AI Agent" means an AI Technology provided by the Company that performs discrete automated tasks on Customer's behalf, including ingestion, classification, extraction, routing, data aggregation, workflow execution, and other operational or administrative actions as described in the applicable Order Form.

"AI Customer Input" means information, data, materials, text, prompts, images, or other content that is (a) input, entered, posted, uploaded, submitted, transferred, transmitted, or otherwise provided or made available by or on behalf of Customer or any Authorized User for Processing by or through an AI Feature, or (b) collected, downloaded, or otherwise received by an AI Feature for or on behalf of Customer or any Authorized User, including in the case of (a) and (b) for purposes of fine-tuning, grounding, or otherwise modifying, refining, adapting, or customizing an AI Feature by, for, or on behalf of Customer.

"AI Customer Output" means information, data, materials, text, images, code, works, expressions, or other content generated or otherwise output from an AI Feature in response to AI Customer Input or from use of an AI Feature by or on behalf of Customer or its Authorized Users.

"AI Feature" means any feature, functionality, or component of the Services that incorporates, uses, depends on, or employs any AI Technology, including the AI Agent.

"AI Technology" means any and all machine learning, deep learning, and other artificial intelligence technologies, including statistical learning algorithms, models (including large language models), neural networks, and other artificial intelligence tools or methodologies, all software implementations of any of the foregoing, and related hardware or equipment.

"API" means any application programming interface set forth in an Order Form, made available by Company in connection with the Services, or otherwise necessary to use, integrate, or interoperate with the Services.



“Applicable Law” means all laws, regulations, rules, and binding governmental requirements applicable to a party’s performance under this Agreement, including HIPAA, HITECH, and applicable state privacy and security laws.

“Authorized Users” means all Persons authorized by Customer or any of its Affiliates to access and use the Services under the rights granted to Customer pursuant to this Agreement, each of which shall be identified by Customer’s written notice to Company, subject to Company’s written approval.

“BAA” means the Business Associate Agreement between the parties, which governs the Company’s use and disclosure of PHI.

“Business Day” means any day other than a Saturday, Sunday, or U.S. federal holiday.

“Company Materials” means the Services, Company Systems, and Documentation for the Services, and any and all other information, data, documents, devices, documents, data, know-how, methods, processes, hardware, software, and other technologies and inventions, including any technical or functional descriptions, requirements, plans, or reports, that are (i) developed or acquired by Company prior to the Effective Date, (ii) developed by Company during the Term without incorporating or using Customer Data or Customer Confidential Information, or (iii) provided or used by Company or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services or Company Systems. In addition, Company Materials include any configuration, workflow design, integration materials, mapping logic, or any materials arising from implementation work performed by the Company during onboarding or throughout the Term. For the avoidance of doubt, Company Materials include Aggregated Statistics, and any improvements, enhancements, modifications, derivatives, or developments related to the Services or Company Systems created during the Term, but do not include Customer Data or Customer Confidential Information.

“Company Personnel” means all employees and agents of Company, and all Subcontractors and all employees and agents of any Subcontractor, involved in the performance of Services.

“Company Systems” means the information technology infrastructure used by or on behalf of Company in performing the Services, including all computers, software, hardware, databases, models, AI Technology, electronic systems (including database management systems), and networks, whether operated directly by Company or through the use of third-party services.

“Confidential Information” means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party (as defined herein) considers confidential or proprietary, including information consisting of or relating to the Disclosing Party’s technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as “confidential”. Without limiting the foregoing, (a) all Customer Data (including all Personal Information) will remain the Confidential Information of Customer; and (b) the Services and Documentation for the Services are and will remain the Confidential Information of Company; and (c) the financial terms and existence of this Agreement are the Confidential Information of the Company.

“Coverage Rate” and “Committed Coverage Rate” have the meanings set forth in the Service Level Agreement.

“Customer Data” means any and all information, data, records, files, materials, works, expressions, or other content that is (a) uploaded, input, or entered into the Services by or on



behalf of Customer or any Authorized User, including for Processing, (b) provided, transferred, or made available to Company or its Subcontractors or representatives by or on behalf of Customer or any Authorized User, including for Processing by or through the Services, or (c) collected, downloaded, or otherwise received by Company or the Services for or on behalf of Customer or any Authorized User. Except for (i) Aggregated Statistics, (ii) Usage Data, and (iii) any upgrades or updates to the Services based on Customer input, feedback, or learnings, all output, copies, reproductions, improvements, reports, modifications, adaptations, translations, and other derivative works of, based on, derived from, or otherwise using any Customer Data are Customer Data. For the avoidance of doubt, Customer Data includes all AI Customer Inputs, AI Customer Outputs, Customer Workflows, and Personal Information.

"Customer Systems" means the information technology infrastructure used to access, integrate with, or that is accessed by the Services, including but not limited to the computers, software, servers, databases, electronic systems (including database management systems), APIs, and networks, of Customer or any of its designees (including third parties).

"Customer Workflows" means Customer-specific workflows, business rules, operational methods, or process logic provided by Customer or configured in connection with the Services.

"Deidentified Data" means data that has been deidentified in accordance with the standards set forth in the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and the regulations promulgated thereunder at 45 C.F.R. 164.514(b).

"Delivery Date" means the date on which the Company is to provide Customer and its Authorized Users access to the Services as specified in an Order Form, as applicable.

"Documentation" means all user manuals, instructions, guides, model cards, and other specifications and technical materials, in any form or media, relating to the Services and provided or made available by Company as of the effective date of the Order Form and any updates thereto, provided that such updates do not materially diminish or degrade the description, features, or functions of the Services.

"Fees" means rates, pricing, and discounts set forth in the Order Form(s).

"Governmental Authority" means any federal, state, local, municipal, or foreign government or political subdivision thereof, or any agency, department, commission, bureau, or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent the rules, regulations, or orders of such organization or authority have the force of Law), or any arbitrator, court, or tribunal of competent jurisdiction.

"Harmful Code" means any software, hardware, or other technology, device, or means, including any virus, trojan horse, backdoor, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, data, database, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Services, AI Output, or Company Systems as intended by this Agreement.

"Highly Sensitive Personal Information" means (a) Protected Health Information ("PHI") as defined under HIPAA at 45 C.F.R. § 160.103; (b) individual's government-issued identification number (including Social Security number, driver's license number, state-issued identification number, or passport number); (c) financial account number, credit card number, debit card



number, or credit report information, with or without any required security code, access code, personal identification number, password, or credentials that would permit access to an individual's financial account; (d) biometric, genetic, health, medical, or medical insurance data; (e) geolocation data; (f) crime victim status; or (g) information regarding their racial or ethnic origin, religious or philosophical beliefs, sex life or sexual orientation, union membership, or citizenship or immigration status.

"Implementation Services" means implementation, data migration, configuration, and other set-up services for the Services that do not involve the creation or development of Work Product, as defined in an Order Form.

"Indemnifying Party" means the Party that has the obligation to indemnify, defend, and hold harmless the other Party (or its Indemnitees) from and against Losses arising from third-party Actions as set forth in Section 12.

"Indemnitee" means the Party entitled to indemnification, defense, and hold harmless protection pursuant to Section 12.

"Initial Service Term" has the meaning set forth in the Order Form.

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Losses" means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Order Form" means a document executed by both parties that specifically references this Agreement and describes the Services to be provided by Company and related pricing, term, and Customer responsibilities, and any additional terms applicable to Customer's use of the Services, which shall be binding as if set forth herein.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

"Permitted Use" means the use of the Services, Company Systems, and Documentation by Customer or any Authorized User solely: (i) as specifically described and authorized in the applicable Order Form; (ii) for Customer's and its Affiliates' internal business operations; (iii) in accordance with this Agreement, the Documentation, and all applicable terms and restrictions set forth herein; and (iv) in compliance with all Applicable Laws. Permitted Use excludes any use for the benefit of third parties (except as expressly permitted in the Order Form), any prohibited uses identified in Section 3(e), and any use that competes with or replicates the Services.

"Personal Information" means information provided to Company by or at the direction of Customer, information which is created or obtained by Company on behalf of Customer, or information to which access was provided to Company by or at the direction of Customer, in the course of Company's performance under this Agreement that: (a) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (b) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or



passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, an individual's internet activity or similar interaction history, inferences drawn from other personal information to create consumer profiles, geolocation data, an individual's commercial, employment, or education history, and other personal characteristics and identifiers), in case of both subclauses (a) and (b), including, without limitation, all Highly Sensitive Personal Information. Customer's business contact information is not by itself deemed to be Personal Information. Deidentified Data is not Personal Information.

"Process" means to take any action or perform any operation or set of operations on any data, information, material, work, expression, or other content, including to (a) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other improvements or derivative works, (b) process, weigh, perform statistical analysis, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or (c) block, erase, or destroy. "Processing" and "Processed" have correlative meanings.

"Professional Services" means customization and development, including, with respect to AI Features, through fine-tuning, grounding, or similar methods, consulting, and other services related to the Services and described in an Order Form.

"Platform" means the Company's secure cloud-based interface and related technologies through which Customer accesses, configures, and manages AI Technology, usage metrics, reporting tools, and administrative functionality.

"Representatives" means, with respect to a Party, that Party's and its Affiliates' employees, officers, directors, agents, Subcontractors, and legal advisors.

"Security Breach" means any event that materially compromises the security, confidentiality, availability, integrity, or accessibility of Customer's Confidential Information, including any Customer Data and Personal Information or the physical, technical, administrative, or organizational safeguards that relate to the protection of the security, confidentiality, availability, integrity, or accessibility of Customer's Confidential Information, including any Customer Data and Personal Information or a breach or alleged breach of this Agreement relating to such privacy and data security practices. Without limiting the foregoing, a material compromise shall include any unauthorized access to or disclosure, loss, alteration, access to, or acquisition of Customer's Confidential Information, including any Customer Data and Personal Information.

"Service Level Agreement" or "SLA" means the service level agreement between the parties that sets forth the coverage and support commitments, performance metrics, measurement methodologies, and remedies applicable to the Services as may be amended by the Company from time to time in accordance with the terms of this Agreement.

"Services" means the Software, Implementation Services, Support Services, and Professional Services, as applicable, described in an Order Form.

"Software" means the proprietary computer programs, applications, algorithms, code, tools, and systems, including any updates, modifications, or enhancements thereto, including the Platform and any related AI Technology, including AI Features, made available by Company for Customer's use under this Agreement. Software encompasses all related technology, documentation, and user manuals provided by Company, as well as any components or modules thereof, whether delivered via a SaaS model or otherwise.



"Specifications" means the specifications for the Services set forth in the applicable Order Form and, with respect to the Services and to the extent consistent with and not limiting of the foregoing, the Documentation.

"Standards" means industry standards and guidelines and standards implemented, promulgated, published, adopted, or recommended by any Governmental Authority, standards organization, or recognized industry group, whether binding or non-binding, relating or applicable to SaaS products and AI Technology.

"Subcontractor" means any third party engaged by Company to perform any part of the Services or to assist Company in fulfilling its obligations under this Agreement. This includes individuals or entities contracted by Company to provide resources, expertise, or services necessary for the execution of the Services as outlined in the Order Form. Subcontractors operate under the direction and control of Company and are subject to the same obligations and restrictions as Company under this Agreement.

"Support Services" means technical and operational support, troubleshooting, and response services as described in the Order Form.

"Third-Party Materials" means any materials and information, including documents, data, know-how, ideas, methodologies, specifications, software, algorithms, AI Technology, content, and technology, in any form or media, in which any Person other than Customer or Company owns any Intellectual Property Right.

"Usage Data" means any and all information reflecting the access or use of the Services by or on behalf of Customer or any Authorized User, including any end user profile-, visit-, session-, impression-, click through-, or click stream-data, and any statistical or other analysis, information, or data based on or derived from any of the foregoing/technical information and metrics about Customer's and its Authorized Users' access to or use of the Services, such as end user profile-, visit-, session-, impression-, click through-, or click stream-data.

2. **Order Forms.** Throughout the Term, Customer may order Services pursuant to one or more Order Forms. Order Forms will be effective only when signed by Customer and Company. Each duly executed Order Form shall be part of and subject to the terms and conditions of this Agreement. Company shall provide to Customer the Services set forth in an Order Form in accordance with the Specifications and all terms and conditions set forth in this Agreement and the applicable Order Form, including applicable Delivery Dates. Except as set forth in an Order Form, this Agreement does not obligate Customer to purchase any Services. The parties may modify or change the scope of the Services under an Order Form only by a mutually agreed written amendment or change order to the applicable Order Form signed by both parties.

3. **Access to and Use of Services.**

- a. Provision of Access to Services. Company shall provide Customer and its Affiliates and their Authorized Users access to the Services on or around the Delivery Date. If the Delivery Date is not defined in the Order Form, the parties will agree in writing on such date within 30 days of the Effective Date. Company shall, as part of the Fees for the Services and at no additional cost to Customer, provide Customer the Access Credentials (or ability to create Access Credentials), any APIs, and Documentation and complete the Implementation Services and all steps necessary to make the Services ready and available for Customer and its Affiliates and their Authorized Users to access and use as of



the Delivery Date in accordance with the Order Form, the Specifications, and this Agreement.

- b. Modifications to Services. The Company may enhance, update, or modify the Software from time to time, provided that any material change that removes or substantially degrades existing functionality will be communicated to Customer in writing in advance.
- c. Access and License Grant. Company hereby grants to Customer and its Affiliates, exercisable by and through their Authorized Users during the applicable Service Term, a non-exclusive and transferable (as permitted under Section 17(f)):
 - i. Right to access and use the Services, including in operation with other software, hardware, systems, networks, and services, for the Permitted Uses, including for submitting AI Customer Input to and receiving AI Customer Output from the AI Features and otherwise Processing Customer Data.
 - ii. Right to activate and configure AI Agents for the Permitted Uses.
 - iii. Right and license to generate, print, copy, upload, download, store, and otherwise Process all graphical user interface (GUI), audio, visual, digital, and other output, displays, and content as may result from any access to or use of the Services for the Permitted Uses.
 - iv. Right to access and use the Services for all such non-production uses and applications as may be necessary or useful for the effective use of the Services for the Permitted Uses hereunder, including for purposes of analysis, development, configuration, integration, testing, training, maintenance, support, and repair, which access and use will be without charge and not included for any purpose in any calculation of Customer's, its Affiliates' or their Authorized Users' use of the Services, including for purposes of assessing any Fees or other consideration payable to Company.
 - v. Right and to access and use the APIs.
- d. Documentation License. Company hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 17(f)) license to prepare, reproduce, print, download, and use the Documentation during the Term and any Service Term for any Permitted Use of the Services under this Agreement.
- e. Use Restrictions. Except as expressly permitted by this Agreement, Customer shall not, nor permit anyone else to, directly or indirectly:
 - i. Allow or enable, through act or omission, any person, entity or third party other than Customer, its Affiliates or its Authorized Users to access or use the Services;
 - ii. attempt to decipher, reverse translate, decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, programming or interoperability interfaces of the Services;



- iii. modify, convert, alter, change, manipulate, divide, part or revise the Services, or any part thereof unless permitted by Company;
 - iv. assign, sublicense, resell, transfer, distribute, pledge, loan, lease, market, rent, or use the Services in any service bureau arrangement;
 - v. circumvent, disable or otherwise knowingly interfere with security-related features of the Services or features that enforce limitations on its use;
 - vi. delete or in any manner remove or alter Company's trade names, copyright, trademarks, service marks, logos, domain names, and other distinctive brand features and notices from the Services;
 - vii. knowingly transmit any Harmful Code into or in connection with the Services;
 - viii. access or use the Services for the purpose of creating a product or service competitive with the Services; or
 - ix. access or use the Services in a manner that does not comply with this Agreement or the Documentation or knowingly bypass applicable use restrictions.
- f. Access to Customer Data and Customer Systems. Customer shall provide the Company with the access, credentials, permissions, and authorizations necessary for the Company to perform the Services. Customer is responsible for ensuring that such access complies with Applicable Law, the BAA, and Customer's internal policies, and for obtaining all consents required for the Company to access, use, and process PHI on Customer's behalf.
- g. Feedback. Customer grants to Company an irrevocable, royalty-free, and unlimited license to use and exploit all Feedback in connection with Customer's business purposes, including, without limitation, the testing, development, maintenance, and improvement of the Services.
- h. Suspension of Services. The Company may suspend Customer's access to the Software, in whole or in part, upon written notice: (i) to prevent or mitigate a security threat to the Software or any Customer Data; (ii) for Customer's failure to pay any undisputed amounts when due; (iii) for Customer's breach of Section 3, 5, or 7; or (iv) if required by Applicable Law. Any suspension will be limited to the extent reasonably necessary and shall not relieve Customer of its payment obligations.

4. Fees and Payment.

- a. Fees. The fees for the Services shall be determined in accordance with the rates, pricing, and discounts set forth in the applicable Order Form ("Fees"). Company shall invoice Customer for the Fees in accordance with the invoicing schedule and requirements set forth in the Order Form. Unless otherwise stated in the Order Form, Customer shall pay all undisputed invoices within fourteen (14) days after Customer's receipt of a proper invoice. Company shall issue all invoices, and Customer shall make all payments, in U.S. dollars through the Company's electronic payment platform powered by Stripe, or through such other electronic payment system designated by the Company. Customer authorizes Company to charge the payment method on file for Customer if any undisputed invoice remains unpaid after the fourteen (14) day payment period. Except as expressly



stated in the Order Form, all Fees are non-refundable. Undisputed amounts not paid when due may accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by Applicable Law.

- b. Fees During Renewal Service Term. Company's Fees for the Services are fixed during the Initial Service Term. Company may increase Fees for the Services for any Renewal Service Term by providing written notice to Customer at least ninety (90) calendar days prior to the commencement of such Renewal Service Term. No increase in Fees in effect for any 12-month period in any Renewal Service Term shall exceed the lesser of:
 - i. 5% of the Fees effective during the immediately preceding 12-month period of the Initial Service Term or Renewal Service Term; or
 - ii. The amount equal to the percentage by which the then most recently published Producer Price Index ("PPI") as reported by the Federal Reserve Bank of St. Louis exceeds the PPI published in the same month of the preceding calendar year, it being understood and agreed that if the PPI is no longer published, Company and Customer will negotiate in good faith to select a new index that best reflects and accounts for cost changes relevant to Company's business.
- c. Payment Disputes. Customer may withhold from payment any and all payments of Fees that Customer disputes in good faith, pending resolution of such dispute, provided that Customer: (a) timely renders all payments and amounts that are not in dispute; (b) notifies Company of the dispute at least ten (10) days prior to the due date for payment, specifying in such notice the amount in dispute and the reason for the dispute; (c) works with Company in good faith to promptly resolve the dispute; and (d) promptly pays any amount determined to be payable by resolution of the dispute. Failure to timely notify the Company of a dispute shall constitute acceptance of the invoice.
- d. Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of applicable taxes and similar assessments. Customer shall be responsible for all sales, use, excise, value-added, and other taxes, duties, and charges of any kind on any amounts payable by Customer hereunder imposed by any Governmental Authority, excluding taxes based on the Company's net income. If the Company is required to pay any such taxes on Customer's behalf, Customer shall promptly reimburse the Company for such amounts.
- e. No Offsets or Deductions: Customer shall not withhold, offset, or deduct any amounts owed under this Agreement, except as expressly permitted in Section 4(c) regarding disputed amounts.

5. Confidentiality Information.

- a. Confidentiality. In connection with this Agreement, each Party (as the "Disclosing Party") may disclose or make available Confidential Information to the other Party (as the "Receiving Party").
- b. Exclusions. Subject to Section 5(c), Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or



made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

- c. Personal Information Exception. Notwithstanding the provisions of Section 5(b) or any other provisions of this Agreement, none of the exclusions set forth in Section 5(b) apply to any Highly Sensitive Personal Information, whether provided by or on behalf of Customer to Company or the Services for Processing or generated or derived from such Processing and regardless of whether such Personal Data may be publicly available or otherwise qualify for exclusion under any of the other provisions of these Terms and Conditions.
- d. Protected Health Information. Company will, or is likely to, have access to, create, maintain, transmit and/or receive PHI, in conjunction with the Services being provided under this Agreement. In conformity with the regulations at 45 C.F.R. Parts 160-164 implementing the privacy and security requirements of HIPAA (the "Privacy and Security Rules"), the Parties have entered into a BAA on or around the Effective Date. To the extent that the terms and conditions of the BAA are stricter than, conflict with, or are otherwise inconsistent with these Terms and Conditions or any Non-Disclosure Agreement executed by the Parties, the terms and conditions of the BAA shall prevail. The Company shall not be responsible for unauthorized access, loss, or disclosure of PHI arising from: (i) Customer's systems, networks, devices, or third-party providers; (ii) Customer's failure to manage or secure Access Credentials or access rights; or (iii) errors, omissions, or inaccuracies in Customer Data or Customer Systems.
- e. Customer Confidentiality Obligations. Customer is responsible for: (i) securing and maintaining its own systems, networks, and devices used to access the Services; (ii) managing and safeguarding all Access Credentials; (iii) ensuring that only Authorized Users access the Services; and (iv) using commercially reasonable efforts to ensure that Customer Systems remain compatible with the Software, provided that Company has provided Customer with reasonable advance notice of any material changes to the Software that may affect such compatibility. Customer shall not be responsible for incompatibility arising from Company's modifications to the Software where Company failed to provide such advance notice or where Customer has not had reasonable time to implement necessary changes to maintain compatibility.
- f. Confidentiality and Use. Each Receiving Party recognizes and agrees that the Confidential Information of the Disclosing Party is critical to the Disclosing Party's business and that neither Party would enter into this Agreement without assurance that such information and its value will be protected as provided in this Section 5 and elsewhere in this Agreement. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:



- i. Not access or use, or permit the access or use of, Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement.
 - ii. Except as may be permitted by and subject to its compliance with Section 5(e), not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this section; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this section.
 - iii. Safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care.
 - iv. Ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' noncompliance with, the terms of this Section 5.
 - v. Notify the Disclosing Party in writing promptly of any unauthorized disclosure or use of the Disclosing Party's Confidential Information and cooperate with the Disclosing Party to protect the confidentiality and ownership of all Intellectual Property Rights, privacy rights, and other rights therein.
- g. Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information, then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy, or waive its rights under 5(c); and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this section, the Receiving Party remains required by Applicable Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment. No such compelled disclosure by the Receiving Party will otherwise affect the Receiving Party's obligations hereunder with respect to the Confidential Information so disclosed.
- h. Return or Destruction of Customer's Confidential Information. Within thirty (30) Business Days after Customer's written request at any time and subject to any contrary obligations under Applicable Law, Company shall at Customer's direction promptly return or destroy and erase from all systems it directly or



indirectly uses or controls: (a) all originals and copies of all documents, materials, and other embodiments and expressions in any form or medium that contain, reflect, incorporate, or are based on Customer's Confidential Information, in whole or in part; or (b) solely such specific Customer Data, databases, or other collections or articles of Customer's Confidential Information as Customer may request. Customer acknowledges that if it requests the return or destruction of Customer Data or Confidential Information during an active Service Term, Company may be unable to continue providing Services that depend on such data. Company shall have no liability for any inability to provide Services, or for any service degradation or interruption, resulting from Customer's request for return or destruction of Customer Data or Confidential Information under this Section 5.

6. **Third-Party Materials.** Company shall secure, at its sole cost and expense, all rights, licenses, consents, approvals, and authorizations necessary for Customer to use all Third-Party Materials as incorporated in or otherwise used in conjunction with the Services and to fully exercise Customer's rights, licenses, and obligations under this Agreement. All royalties, license fees, or other consideration payable in respect of such licenses are included in the Fees specified in each Order Form. Any additional amounts shall be Company's sole responsibility. Company shall ensure that Customer will not be subject to any additional or different terms or conditions with respect to Third-Party Materials, except as explicitly set forth in an Order Form.

7. Intellectual Property.

- a. Ownership of Customer Data. Customer will provide Customer Data to Company in connection with this Agreement. As between Customer and Company, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject only to 7(c) with respect to AI Customer Output and the limited license granted in Section 7(b).
- b. Limited License and Restrictions on Use of Customer Data.
 - i. Subject to the terms and conditions of this Agreement and the Business Associate Agreement, Customer and each of its Affiliates licensed hereunder hereby grants Company a limited, royalty-free, fully-paid up, non-exclusive, and non-sublicensable license to Process the Customer Data in the United States solely as necessary to provide the Services for Customer's and such Affiliates' benefit as provided in this Agreement for so long as Customer or any Authorized User uploads, stores, or otherwise makes available such Customer Data for Processing by or on behalf of the Company on the Company Systems.
 - ii. For avoidance of doubt, Company shall not use, or permit any Person to use, Customer Data or Customer's Confidential Information to train, retrain, tune, validate, modify, update, or otherwise improve ("Improve") the Services, except that (i) Company may use AI Customer Input and AI Customer Output that is (A) free of Personal Information (e.g., Deidentified Data) and (B) aggregated and anonymized, as-is with no warranties whatsoever by Customer, its Affiliates, or Authorized Users, to Improve the Services; and (ii) improvements, enhancements, or optimizations that naturally occur as a result of Processing Customer



Data or Customer Confidential Information in the ordinary course of providing the Services during the Service Term shall be permitted and shall not constitute a breach of this restriction.

- iii. Notwithstanding anything to the contrary in this Agreement, Company may monitor Customer's use of the Services and collect and use Deidentified Data to compile statistical and performance information related to the provision and operation of the Services ("Aggregated Statistics"). For the avoidance of doubt, Aggregated Statistics shall be aggregated and anonymized and shall not identify Customer, its Affiliates, or their Confidential Information. Subject to the terms and conditions of this Agreement, Customer and each of its Affiliates licensed hereunder hereby grants Company a perpetual, irrevocable, royalty-free, fully-paid up, non-exclusive license to use Usage Data to compile Aggregated Statistics and to use Aggregated Statistics for any purpose.

c. Company Materials.

- i. Company is and will remain the sole and exclusive owner of all right, title, and interest in and to the Company Materials, including all Intellectual Property Rights therein, subject to Section 7(a) and the authorizations, licenses, and rights granted in this Agreement.
- ii. In addition to the rights and licenses granted in Section 3(c), Company hereby grants to Customer and its Affiliates such rights and licenses with respect to the Company Materials and Third-Party Materials that will allow Customer and its Affiliates to use and otherwise exploit perpetually throughout the universe for all or any purposes the AI Customer Output, to the same extent as if Customer owned the Company Materials and Third-Party Materials, without incurring any fees or costs to Company (other than the Fees set forth herein) or any other Person in respect of the Company Materials or Third-Party Materials. In furtherance of the foregoing, such rights and licenses shall:
 - 1. Be irrevocable, perpetual, fully paid-up, and royalty-free.
 - 2. Include the rights to use, reproduce, perform (publicly or otherwise), display (publicly or otherwise), modify, improve, create derivative works of, distribute, import, make, have made, sell, and offer to sell the AI Customer Output.
 - 3. Be freely assignable and sublicensable.

- d. Third-Party Materials: Customer's use of Third-Party Materials may be subject to additional terms required by applicable third-party providers. The Company makes no representations or warranties regarding Third-Party Materials and shall have no liability arising from their performance, availability, or accuracy. Ownership of all Third-Party Materials, and all Intellectual Property Rights therein, is and will remain with the respective owners thereof, subject to the authorizations, licenses, and rights granted in this Agreement.

e. No Implied Rights.

- i. Except for the limited license(s) expressly provided in Section 7(b), nothing contained in this Agreement shall be construed as granting



Company or any third party any right, title, or interest in or to any Customer Data, whether by implication, estoppel, or otherwise.

- ii. Except for the limited license(s) expressly provided in Section 3(c) and Section 7(c), nothing contained in this Agreement shall be construed as granting Customer or any third party any right, title, or interest in or to any Company Materials, whether by implication, estoppel, or otherwise. The Company reserves all rights not expressly granted to Customer under this Agreement.

8. **Service Management.** Each Party shall, throughout the Term and each Service Term, maintain within its organization a service manager to serve as such Party's primary point of contact for day-to-day communications, consultation, and decision-making regarding this Agreement. Each service manager shall be responsible for providing all day-to-day consents and approvals on behalf of such Party under this Agreement. Each Party shall ensure its service manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity. The Parties' service managers will be listed in the Order Form. Each Party shall use commercially reasonable efforts to maintain the same service manager in place throughout the Term and each Service Term. If either Party's service manager ceases to be employed by such Party or such Party otherwise wishes to replace its service manager, such Party shall promptly name a new service manager by written notice to the other Party.

9. **Time of the Essence.** Company acknowledges and agrees that time is of the essence with respect to its obligations under this Agreement and that reasonably prompt and timely performance of obligations must be carried out in accordance with the applicable Order Form.

10. **Service Levels; Support Services.** During each Service Term and during any period Company is obligated to provide the Services, Company shall provide Support Services and shall provide the Services in accordance with the coverage and support commitments set forth in the Service Level Agreement. Support Services are included in the Fees for the Services, and Company shall not assess any additional Fees, costs, or charges for such Support Services.

11. **Representations, Warranties, and Covenants.**

- a. Mutual Representations, Warranties, and Covenants. Each Party represents, warrants, and covenants to the other Party that:
 - i. It is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization.
 - ii. It has, and throughout the Term and each Service Term will retain, the full right, power, and authority to enter into this Agreement and perform its obligations hereunder.
 - iii. The execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such Party.
 - iv. When executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.



- b. Additional Company Representations, Warranties, and Covenants. Company represents, warrants, and covenants to Customer that:
- i. Company is in compliance with, and shall maintain compliance with, all Applicable Law, including without limitation HIPAA, state medical privacy laws, and all regulations and guidance thereunder. Company acknowledges and agrees that it is a "Business Associate" as defined under HIPAA and shall comply with all obligations of a Business Associate under HIPAA. Neither Company's grant of the rights or licenses hereunder nor its performance of any Services or other obligations under this Agreement, or Customer's use of the Services or exercise of its rights hereunder in accordance with the Agreement, does or to Company's knowledge as of the Effective Date at any time will: (i) conflict with or violate any Applicable Law; (ii) require the consent, approval, or authorization of any Governmental Authority or other third party; or (iii) require the provision of any payment or other consideration by Customer or any Authorized User to any third party.
 - ii. Company shall promptly notify Customer in writing if it becomes aware of any change in any Applicable Law that would preclude Company's performance of its obligations hereunder.
 - iii. To Company's knowledge as of the Effective Date, the Services, AI Customer Outputs, Documentation, and Company Materials provided by Company under this Agreement will not infringe, misappropriate, or otherwise violate any Intellectual Property Right or other right of any third party.
 - iv. The Services, including the AI Features, will in all material respects conform to and perform in accordance with the Specifications and all requirements of this Agreement.
 - v. Company monitors, measures, and assesses the AI Features for accuracy and reliability, considering computational-centric measures (for example, false positive and false negative rates), human-artificial intelligence teaming, and external validity (generalizable beyond the training conditions).
 - vi. Company will perform all Services in a professional and workmanlike manner in accordance with commercially reasonable Standards, using Company Personnel with the requisite skill, experience, and qualifications, and shall devote adequate resources to meet its obligations under this Agreement.
- c. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF.

12. Indemnification.

- a. General Indemnification by Company. Company shall indemnify, defend, and hold harmless Customer and Customer's permitted assigns (each, a "Customer



Indemnatee") from and against any and all Losses incurred by Customer resulting from any Action by a third party (other than an Affiliate of Customer) to the extent that such Losses arise out of or result from, or are alleged to arise out of or result from, either:

- i. The Company's material breach of any representation, warranty, covenant, or obligation of Company under this Agreement (including any action or failure to act by any Company Personnel that, if taken or not taken by Company, would constitute such a breach by Company).
 - ii. Any gross negligence or more culpable act or omission (including recklessness or willful misconduct) in connection with the performance or nonperformance of any Services or other activity actually or required to be performed by or on behalf of Company (including any Company Personnel) under this Agreement.
- b. Infringement Indemnification by Company. Subject to Section 12(c), Company shall indemnify, defend, and hold harmless Customer Indemnitees from and against any and all Losses incurred by Customer Indemnitee resulting from any Action by a third party (other than an Affiliate of Customer) that the Services or AI Customer Output or Customer's or any Authorized User's use thereof, infringe, misappropriate, or otherwise violate such third party's Intellectual Property Rights.
- c. Exclusions to Infringement Indemnity by Company. Company's indemnification obligation under Section 12(b) shall not apply to any Action or Loss to the extent that such Action or Loss arises out of or results from, and would not have occurred but for:
 - i. Customer's or its Affiliates' or their Authorized Users' use of the Services or AI Customer Outputs in combination with any products, services, or software not provided by or on behalf of Company unless (i) the Documentation or Specifications contemplate such combination or (ii) Company otherwise approves or recommends such combination in writing.
 - ii. Modification of the Services or AI Outputs by Customer or any Authorized User other than: (i) as permitted in this Agreement or an Order Form or (ii) with Company's written approval.
 - iii. Use or Processing of AI Customer Input (other than AI Customer Output used as AI Customer Input to the extent unmodified by Customer or its Authorized Users) in the form submitted, provided, or made available by Customer or its Authorized Users without modification, by (i) Customer or its Authorized Users or (ii) Company in its performance of the Services solely for the benefit of Customer strictly in accordance with the terms of this Agreement. For avoidance of doubt, this includes reliance by Customer on outputs, classifications, or recommendations generated by the Software.
 - iv. With respect to AI Customer Output, Customer's disablement or circumvention of any applicable source citation, filtering, or safety tools or functions of the AI Features.



- d. Indemnification by Customer. Customer shall indemnify, defend, and hold harmless Company and each of its Affiliates, and their respective officers, directors, employees, agents, contractors, permitted successors, and permitted assigns (each, a "Company Indemnitee") from and against all Losses incurred by the Company Indemnitees resulting from any Action by a third party (other than an Affiliate of the Company Indemnitee) to the extent that such Losses arise out of or result from:
- i. Any act or omission by Customer's Authorized Users, including without limitation any violation of the Company's Terms of Service, policies, or acceptable use guidelines.
 - ii. Any claim that any Customer Data, Customer Workflows, Customer Systems, or Customer Data are unlawful or infringe, misappropriate, or otherwise violate any third party's Intellectual Property Rights, provided, however, that Customer shall have no liability or obligation with respect to any Action or Losses to the extent that such Action or Losses arise out of or result from (i) Company's breach of the terms of this Agreement, (ii) any unauthorized access to or use, disclosure, or other Processing of Customer Data, including Personal Information, by or on behalf of Company, or through or enabled by the Company Systems, whether authorized by Company, due to a Security Breach, or otherwise, (iii) any use or Processing of Customer Data other than by (A) Customer or its Authorized Users or (B) Company in its performance of the Services solely for the benefit of Customer strictly in accordance with the terms of this Agreement.
 - iii. Any use of the Services by Customer or Authorized User that violates (i) the terms of this Agreement or (ii) Applicable Law, each of which is hereby incorporated by reference into this Agreement. Company may modify the Terms of Service or Privacy Policy at any time in its sole discretion by posting the modified version on its website.
 - iv. Customer's use of, reliance on, or actions taken based on AI Agent outputs, AI Customer Outputs, or other information generated by the Services, including any clinical, operational, or business decisions made in reliance thereon.
 - v. Customer's failure to properly secure, manage, or restrict Access Credentials, access rights, or Authorized Users, or any unauthorized access to the Services resulting from Customer's security practices or the actions of its personnel.

This Section 12(d) sets forth Customer's sole obligation and liability and Company's exclusive remedies with respect to any Action or Losses described therein.

- e. Indemnification Procedure. The Indemnitee shall promptly notify the Indemnifying Party in writing of any Action for which it seeks indemnification pursuant to this Section 12 and cooperate with the Indemnifying Party at the Indemnifying Party's sole cost and expense. The Indemnifying Party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the Indemnifying Party's sole cost and



expense. The Indemnifying Party shall not settle any Action on any terms or in any manner that adversely affects the rights of the other Party without the other Party's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Any Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choice. If the Indemnifying Party fails to promptly and diligently defend the Action, the Indemnitee may, at the Indemnifying Party's expense, retain counsel and defend such Action. A party's failure to perform any obligations under this Section 12(e) will not relieve the Indemnifying Party of its obligations under Section 12(e) except to the extent that the Indemnifying Party can demonstrate that it has been materially prejudiced as a result of such failure.

- f. Mitigation. In addition to all other remedies that may be available to Customer under the Agreement or otherwise, if any of the Services or AI Customer Outputs are, or in Company's opinion, are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right, or if Customer's or any Authorized User's use of the Services, AI Customer Outputs, Company Materials, or Third-Party Materials is enjoined or threatened to be enjoined, Company shall promptly notify Customer and Company shall, at its sole cost and expense:
 - i. Obtain the right for Customer to continue to access and use the Services and AI Customer Outputs to the full extent contemplated by this Agreement.
 - ii. Modify or replace the Services to make the Services (as so modified or replaced) non-infringing, while providing equivalent features and functionality, in which case such modifications or replacements will constitute Services under this Agreement.
 - iii. If neither of the remedies set forth in (a) or (b) is reasonably available, then Company may direct Customer to cease use of any portion of the Services that have been enjoined or finally adjudicated as infringing, and Company shall refund to Customer any prepaid Fees for Services that have not been provided or that Customer cannot reasonably use as intended under this Agreement.

13. Limitations on Liability.

- a. EXCLUSION OF SPECIAL DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 13 OR PROHIBITED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.
- b. CAP ON MONETARY LIABILITY. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 13 OR PROHIBITED BY LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED



TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED TWO (2) TIMES THE TOTAL AMOUNTS PAID TO COMPANY UNDER THIS AGREEMENT IN THE TWELVE (12)-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR THREE MILLION (\$3,000,000), WHICHEVER IS GREATER.

- c. Exceptions. The exclusions and limitations in Section 13(a) and Section 13(b) shall not apply to:
 - i. A Party's indemnification obligations under this Agreement.
 - ii. Company's gross negligence or more culpable conduct, including any willful misconduct or intentional wrongful acts.
 - iii. Customer's breach of Section 7.
- d. AI-Specific Liability Exclusions. To the maximum extent permitted by Applicable Law, the Company shall have no liability arising from Customer's reliance on AI Customer Outputs generated by the Software, including decisions made by Customer or its personnel based on AI outputs, any clinical, diagnostic, or treatment decisions made by Customer or its workforce.
- e. SLA Exclusive Remedy. The remedies set forth in the Service Level Agreement — namely, the no-charge treatment for uncovered work and Customer's right to terminate an affected workflow for a sustained Coverage Rate shortfall — are Customer's sole and exclusive remedies for any failure by the Company to meet the Coverage Rate or Support commitments under the Service Level Agreement. Customer shall not seek damages or other remedies based on SLA shortfalls.

14. Insurance.

- a. Required Coverage (Company). At all times during the Term and each Service Term, Company shall procure and maintain, at its sole cost and expense, all insurance coverage required by applicable Law, in addition to insurance coverage in the following types and amounts. The Company may satisfy these coverage limits through a combination of primary and excess policies.
 - i. Commercial General Liability with limits of no less than \$2,000,000 per occurrence and in the aggregate. This policy shall cover bodily injury, property damage, and contractual liability for activities conducted under this Agreement.
 - ii. Cyber Liability Insurance with limits of no less than \$1,000,000 per occurrence and in the aggregate. This insurance shall cover both first-party and third-party risks including data breaches, data loss, and related liabilities.
 - iii. Technology Errors and Omissions Insurance with limits of no less than \$1,000,000 per occurrence and in the aggregate.
- b. Required Coverage (Customer). At all times during the Term and each Service Term, Customer shall procure and maintain, at its sole cost and expense, all insurance coverage required by applicable Law, in addition to insurance coverage in the following types and amounts.



- i. Professional liability or medical malpractice insurance for its clinical personnel with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 - ii. Cyber liability insurance covering its systems and networks with limits of no less than \$1,000,000, including coverage for data breach response, notification costs, regulatory fines and penalties, and business interruption.
- c. Certificates of Insurance. Upon either Party's written request, the other Party shall provide copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section 14. Neither Party shall do anything to invalidate such insurance. Each Party shall give 30 days' prior written notice to the other Party of any cancellation, non-renewal, or material change in coverage, scope, or amount of any insurance policy required by or affecting the other Party's rights or remedies under this Agreement.
- d. Non-Waiver. This Section 14 is not intended to and shall not be construed in any manner as to waive, restrict, or limit the liability of either Party for any obligations under this Agreement (including any provisions hereof requiring a Party to indemnify, defend, and hold harmless the other Party).

15. Term and Termination.

- a. Agreement Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until three (3) years from such date (the "Initial Term"). This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term"). Notwithstanding the foregoing, if any Order Form remains in effect at the time the Term would otherwise expire, the Term shall automatically extend until the completion or termination of such Order Form, unless this Agreement is earlier terminated in accordance with its express provisions. If no Order Form remains in effect, either Party may terminate this Agreement upon written notice to the other Party. In the event of any conflict between the term, termination, or non-renewal provisions of an Order Form and this Section 15, the Order Form shall govern.
- b. Service Term. The term of each Order Form begins on the effective date of such Order Form and, unless terminated earlier pursuant to this Agreement's express provisions, will continue for the term set forth in such Order Form (the "Service Term").
- c. Termination for Cause. In addition to any other termination right set forth in this Agreement:
 - i. Either Party may terminate this Agreement and/or any Order Form, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured sixty (60) days after the non-breaching Party provides the breaching Party with written notice of such breach.



- ii. Customer may terminate this Agreement, any Order Form effective immediately upon written notice to Company in the event of (i) a Security Breach of Highly Sensitive Personal Information, or (ii) Company's material violation of HIPAA or other applicable healthcare privacy laws leading to any unauthorized use or disclosure of Protected Health Information.
 - iii. Either Party may terminate this Agreement or any Order Form effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- d. Effect of Termination or Expiration. The expiration or termination of this Agreement will not terminate any Order Form that is then in effect and not otherwise expressly terminated, and the terms and conditions of this Agreement will continue in effect with respect to any such Order Form until its expiration or termination as set forth herein. Unless otherwise expressly provided in this Agreement or the applicable Order Form:
- i. Upon and after the termination or expiration of this Agreement or one or more Order Forms for any or no reason:
 - 1. Subject to the continuing rights, licenses, and obligations of either Party under this Agreement, including this Section 15(d), or any Order Form, all authorizations and licenses granted hereunder will immediately terminate and the respective parties shall cease all activities concerning, including in the case of Customer, all use of, the expired or terminated Services and Company Materials, and, in the case of Company, the Customer Data;
 - 2. Customer shall pay to Company all undisputed charges and amounts due and payable to Company, if any, for Services actually performed under the terminated or expired Order Form(s);
 - 3. Company shall repay, on a pro rata basis, all fees, expenses, and other amounts paid in advance for any Services that Company has not performed as of the effective date of such expiration or termination, as applicable, with respect to Services required to be performed under the terminated or expired Order Form(s); and
 - 4. At Customer's option and upon its written request, Company shall promptly return to Customer, or at Customer's written request destroy, Customer Data and permanently erase all Customer Data and Customer's Confidential Information from all systems Company directly or indirectly controls; OR subject to the data retention and deletion policy described in Section 15(e) below,



Company shall (A) continue to retain the Customer Data, or solely such specific databases or other collections or articles of Customer Data as Customer may request, as though this Agreement and all Order Form(s) were still in force, for a period to be agreed to by the Parties in writing, but that in no event will be shorter than 45 days or longer than 180 days after the effective date of such expiration or termination, as applicable, provided that Customer pays in full all properly invoiced, undisputed Fees due Company as of the effective date of such expiration or termination and pays monthly data storage fees to Company for its retention of such Customer Data pursuant to Company's standard rates for such data storage in effect at the time, or if such standard rates are not in effect, such reasonable prevailing industry rates as may be agreed to by the Parties in writing; and (B) at Customer's reasonable expense, immediately upon the conclusion of such Customer Data retention period, return such Customer Data to Customer Systems, taking all steps required or reasonably requested to make an orderly transition of the Customer Data to the Customer Systems.

- ii. Without limiting the generality of Section 15(d)(i)), upon the termination or expiration of this Agreement and all Order Forms hereunder, the Receiving Party shall, at the Disclosing Party's option and upon its written request: (i) promptly return or destroy and erase from all systems it directly or indirectly uses or controls, all originals and copies of all documents, materials, and other embodiments and expressions in any form or medium that contain, reflect, incorporate, or are based on the Disclosing Party's Confidential Information; and (ii) provide a written statement to the Disclosing Party certifying that it has complied with the requirements of this Section 15(d)(ii).
- e. Data Retention and Deletion Policy. Upon termination or expiration of this Agreement, Customer Data will remain accessible to Customer for thirty (30) days following the effective termination date, unless a longer period is required by Applicable Law. After such thirty (30) day period, the Company may delete or anonymize Customer Data in accordance with its data retention policies, except that the Company may retain: (i) De-Identified Data as permitted under this Agreement; and (ii) archival or backup copies of Customer Data as required by Applicable Law or maintained for disaster recovery or audit purposes.

16. Dispute Resolution.

- a. Waiver of Jury Trial. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.
- b. Waiver of Class Actions. To the maximum extent permitted by Applicable Law, any dispute resolution proceeding shall be conducted solely on an individual basis, and not as a plaintiff or class member in any class, collective, consolidated, or representative action.
- c. Informal Negotiation: The parties shall first attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to this Agreement



("Dispute") through informal negotiations between executives with decision-making authority. If the parties are unable to resolve the Dispute within thirty (30) days, they shall proceed to binding arbitration in accordance with Section 16(d).

- d. Binding Arbitration: If the Dispute is not resolved through mediation within sixty (60) days, the Dispute shall be finally settled by binding arbitration administered by the AAA in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted by a single arbitrator in San Francisco, California. The arbitrator's decision shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction. The arbitrator shall have no authority to award punitive damages or damages excluded under Section 13 (Limitation of Liability).
- e. Injunctive and Equitable Relief: Notwithstanding Sections 16(a)-(d), either party may seek temporary, preliminary, or permanent injunctive relief in any court of competent jurisdiction to prevent or stop: (i) unauthorized use or disclosure of Confidential Information; (ii) infringement or misappropriation of intellectual property; or (iii) any breach of Sections 3, 5 or 7 or other provisions for which equitable relief is appropriate.
- f. Legal Fees: The arbitrator may award reasonable attorneys' fees and costs to the prevailing party, consistent with Applicable Law.

17. Miscellaneous.

- a. Survival. Any right or obligation of the Parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement will survive any expiration or termination of this Agreement, including provisions related to intellectual property rights, confidentiality, privacy, indemnification, representations and warranties, limitations of liability, notices, and effects of termination.
- b. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. Customer is responsible for all acts and omissions of its Authorized Users in connection with this Agreement and their use of the Services, including any violation of Company's Terms of Service or this Agreement, as if such acts or omissions were Customer's own.
- c. Public Announcements. Notwithstanding anything to the contrary in this Agreement, Company may use Customer's name and logo in Company's website, pitch materials, investor presentations, proposals, and customer lists. Except as permitted in the preceding sentence, neither Party shall issue or release any announcement, case study, white paper, statement, press release, or other publicity or marketing materials relating to this Agreement or otherwise use the other Party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, affiliation, or sponsorship, in each case, without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned, or delayed. Customer shall not unreasonably withhold, condition, or



delay such consent, and shall review and respond to any proposed materials within ten (10) business days.

- d. Notices. Any notice, request, consent, claim, demand, waiver, or other communications under this Agreement shall be in writing and addressed to a Party at the address set forth in the applicable Order Form (or to such other address or such other person that such Party may designate from time to time). Notices sent in accordance with this Section 17(d) will be deemed effectively given: (a) when delivered by hand (providing proof of delivery); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the date sent by email if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient.
- e. Entire Agreement. This Agreement, including all Order Forms and Exhibits, and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related exhibits, schedules, attachments, and appendices, and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, excluding its exhibits, schedules, attachments, appendices, and Order Forms; (b) second, the exhibits, schedules, attachments, appendices to this Agreement as of the Effective Date, unless the Parties expressly indicate in the Order Form an intent to deviate from the terms of the Agreement; (c) third, the Company's Terms of Service and Privacy Policy.
- f. Assignment.
 - i. Neither Party shall assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the other Party's prior written consent, which consent shall not unreasonably be withheld, conditioned, or delayed, provided that Company shall have the right, without Customer's consent, to assign or otherwise transfer this Agreement in whole or in part in connection with any merger, consolidation, or reorganization involving Company (regardless of whether Company is a surviving or disappearing entity), or a sale of all or substantially all of Company's business or assets relating to this Agreement to an unaffiliated third party.
 - ii. Any purported assignment, delegation, or transfer in violation of this Section 17(f) is void. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.
- g. Force Majeure.
 - i. *No Breach or Default*. Except as described in Section 17(g)(ii) below, neither Party shall be liable or responsible to the other Party, or be



deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any acts of God, flood, fire, earthquake, epidemic, or explosion; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; embargoes or blockades in effect on or after the date of this Agreement; national or regional emergency (each of the foregoing, a "Force Majeure Event"), in each case, provided that (i) such event is outside the reasonable control of the affected Party; (ii) the affected Party provides prompt notice to the other Party, stating the period of time the occurrence is expected to continue; and (iii) the affected Party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

- ii. *Termination.* Customer may terminate this Agreement or any Order Form by written notice to Company if the Services are not available without interruption, or Company is unable to perform Services, for a period of thirty (30) consecutive days or more because of a Force Majeure Event. Unless Customer terminates this Agreement or Order Form pursuant to the preceding sentence, any date specifically designated for Company's performance under this Agreement shall automatically be extended for a period up to the duration of the period the Force Majeure Event has a material adverse effect on such performance, provided that Company uses diligent efforts to resume full performance hereunder and to minimize the effects of such Force Majeure Event.
- h. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.
- i. Amendment and Modification; Waiver. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of this Agreement, and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- j. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually



acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

- k. Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of California, in each case located in Santa Clara County and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.
- l. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under the confidentiality, intellectual property, data protection, or non-solicitation provisions of this Agreement, or, with respect to Company, any obligations related to AI Technology may cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.
- m. Export Compliance. Customer shall not export, re-export, or permit access to the Software in violation of U.S. export control or trade sanctions laws. Customer shall be responsible for ensuring compliance with all Applicable Laws governing access to and use of the Software outside the United States.
- n. Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party against the other Party arising out of or related to this Agreement, the prevailing Party is entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party.
- o. Exhibits. The following Exhibits are attached hereto and incorporated by reference as part of this Agreement:
 - Schedule 1 SERVICE LEVEL AGREEMENT
 - Schedule 2 BUSINESS ASSOCIATE AGREEMENT
- p. Cumulative Remedies. Except as otherwise expressly set forth in this Agreement, all rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at Law, in equity, by statute, in any other agreement between the Parties, or otherwise.



- q. Interpretation. Headings are for convenience only and shall not affect interpretation. The parties agree that this Agreement shall not be construed against either party by reason of authorship. Terms such as “including” mean “including without limitation.”
- r. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.