

Schedule A

ABSTRACTIVE HEALTH INC. TERMS OF SERVICES AGREEMENT

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This **TERMS OF SERVICES AGREEMENT** (“**Terms**”) is entered into between you (“**Customer**,” “**you**” or “**your**”) and **ABSTRACTIVE HEALTH INC.**, a Delaware corporation (“**Abstractive Health**,” “**we**,” “**us**” or “**our**”). You and we are each sometimes referred to in these Terms as a “**Party**,” and together, as the “**Parties**.” Your use of, and participation in, the Services we offer (as defined herein) is subject to the terms of our Privacy Policy attached to, and made a part of these Terms at **Appendix 1** (“**Privacy Policy**”), our informational website Terms of Use attached to, and made a part of these Terms at **Appendix 2** attached to and made a part of these Terms at **Appendix 3**. These Terms, including its Appendices, constitute our “**Agreement**.”

Read this Agreement carefully. By clicking “Agree,” you acknowledge that you have read and understood the Terms and this Agreement, agree to be bound by them, validly record your acceptance through electronic means, represent and warrant that you provided accurate answers to our signup questions, and meet all our eligibility requirements for using the Services as described in this Agreement. If you do not accept the Terms and this Agreement or you do not continuously meet the eligibility requirements, you may not access or use the Services.

Section 1. Services, Availability and Support.

Section 1.1 Services Provided Abstractive Health provides a software platform for the automated summarization of clinical notes and medical data and technology support services to Customer as described in these Terms (the “**Services**”). Abstractive Health shall provide the Services in a professional and workmanlike fashion, in compliance with all applicable federal, state and provincial laws and regulations applicable to Abstractive Health’s provision of the Services. Abstractive Health shall be responsible for delivering and performing only those Services specified in these Terms.

Section 1.2 Availability Abstractive Health shall take commercially reasonable measures to ensure the Services are available for access and use by Customer at all times, except during regularly scheduled and emergency maintenance. If the Services generally become unavailable, Abstractive Health shall take commercially reasonable measures to correct the interruption as promptly as practicable.

Section 2. No Provision of Medical Advice. The Services are designed and intended to be a reference for practicing licensed healthcare clinicians. Customer acknowledges and understands that it is incumbent upon Customer to verify the proper use and interpretation of the information obtained through the use of the Services. Any clinical or coding information made available by the Services is intended to supplement, and is not a substitute for the knowledge, skill, and judgment of Customer. Abstractive Health is not responsible for the accuracy of any information obtained by Customer from the Services or for Customer’s misuse of or reliance on such information. Accordingly, Customer acknowledges and agrees that (i) Abstractive Health is not a health care provider and does not provide any medical advice; (ii) the Services may provide suggestions or educational information on documentation and coding, but Customer is solely and ultimately responsible for all clinical documentation and coding practices; and (iii) any and all responsibility for diagnosing, treating and/or providing any medical care to patients, and for ensuring compliance with any applicable laws, rules

and regulations, and professional ethical guidelines that may apply to Customer rests exclusively with Customer treating such patients. Customer represents and warrants that, to the extent required by applicable law, at all times during the term of this Agreement, Customer is duly licensed by the appropriate professional or regulatory board, body, authority or agency in each jurisdiction in which Customer is located or provides medical services. Customer shall provide to Abstractive Health evidence of licensure upon request. At any time that Customer ceases to be duly licensed to practice medicine as required by this paragraph Customer shall immediately notify Abstractive Health and such unlicensed Customer shall immediately cease accessing Services. Abstractive Health does not provide any legal advice, or make any representations or warranties pertaining to medical, legal, compliance or medico-legal issues including, but not limited to, Customer's compliance obligations. Customer is expected seek legal counsel regarding any legal, medico-legal, and compliance issues and should not rely on any materials or content associated with the Services.

Section 3. Customer Responsibility for the Accuracy of Content. Artificial intelligence and machine learning are rapidly evolving fields of study. We are constantly working to improve our Services to make them more accurate, reliable, safe and beneficial. Given the probabilistic nature of machine learning, use of our Services may in some situations result in inaccurate output that does not reflect real patients, medical conditions, treatments, events, or facts. Customer agrees to conduct a secondary review and evaluation of all outputs to ensure accuracy.

Section 4. Medical Records; Data Hosting and Storage; Health Information Exchange.

Section 4.1. Business Associate Agreement. As you may use the Services in a manner that will cause us to create, receive, maintain or transmit PHI (defined below) on your behalf, then upon creating an account to use the Services and accepting these Terms, you shall also be agreeing to the attached Business Associate Agreement (see **Appendix 3**) ("**BAA**"). Except as otherwise provided in these Terms, Customer is solely responsible for capturing and retaining any and all patient information and is solely responsible for creating, storing, and maintaining any and all medical records. Abstractive Health bears no responsibility for creating, maintaining or preserving any Customer content, user data, or data related to any Services provided to Customer, including, but not limited to, user data provided to Customer utilizing such Services (individually, and collectively, "**Customer Data**"). Abstractive Health may store certain user records, medical records and information entered into the platform within Abstractive Health's cloud storage. Abstractive Health will do so in accordance with the BAA. Customer is solely responsible for preserving and making adequate backups of its data. Nothing in these Terms limits or restricts Abstractive Health's ability to create its own records of the Services for purposes permissible pursuant to the BAA and applicable law. You shall comply with all applicable federal and provincial laws and regulations relating to the maintenance, use and disclosures of PHI (including any heightened requirements for mental health or substance abuse records, and any other health records subject to heightened protection), as amended from time to time. If there is any conflict between these Terms and the BAA, the terms of the BAA shall prevail with respect to the use and disclosure of identifying information about an individual that relates to their physical or mental health, the provision of healthcare services, or the payment for healthcare.

5.1. Free Trial. If Customer's order is expressly made subject to a free trial period, then beginning on the Effective Date (defined in Section 6.1), Customer may use the Services without charge until the first to occur of (a) Customer's notice to Abstractive Health sent to support@abstractivehealth.com that you are terminating this Agreement, (b) Customer's generation of fifteen (15) patient summaries

using the Services, or (c) midnight (Eastern time) on the fifteenth (15) day following the Effective Date (the “**Trial Period**”).

5.2 Fees. Upon the conclusion of the Trial Period, if applicable (unless and until this Agreement has been terminated), or if the Customer’s order is not subject to a Trial Period, Customer will pay the advertised monthly fee for the Services (the “**Fee**”). Each calendar month during the term of this Agreement after the month in which the Trial Period occurs, Customer may use the Services without charge to receive up to five (5) patient summaries, following which Customer will be charged the monthly Fee then in effect. If you do not obtain at least five (5) patient summaries in a monthly period, you will not be charged for that month. We may change the Fee from time to time following notice to you by email or such other reasonable means as we may elect. Your use of the Services after the start date of the Fee increase provided in such notice constitutes your agreement to pay such increased Fee.

5.3. Payment; Taxes. Customer shall provide and keep a payment method on file with Abstractive Health’s third-party payment service provider, Stripe. As a condition of Abstractive Health enabling payment processing services through Stripe, you (i) agree to provide Abstractive Health accurate and complete information about you, (ii) authorize Abstractive Health to share with Stripe the information you provide and transaction information related to your use of the payment processing services provided by Stripe, and (iii) agree to be bound by the [Stripe Connected Account Agreement](#), as modified by Stripe from time to time. Abstractive Health shall charge Customer for Fees as provided in Section 5.2 continuing on a monthly basis until cancelled by Customer. Customer shall pay all charges automatically via the payment method associated with your Abstractive Health Account. Fees do not include local, state, or federal taxes or duties of any kind and any such taxes will be assumed and paid by Customer, except for taxes on Abstractive Health based on Abstractive Health’s income or receipts.

Section 6. Term and Termination.

6.1. Term and Renewal. The Agreement commences on the day you accept these Terms (the “**Effective Date**”). Your access to and use of the Services will last for an initial period of one (1) month following the Effective Date (“**Initial Term**”). At the end of the Initial Term, the Agreement will automatically renew for successive one-month periods (each, a “**Renewal Term**”) unless terminated by you sending an email suport@abstractivehealth.com with one (1) month prior notice to Abstractive Health or as otherwise permitted under Section 5.1.

6.2. Termination for Cause. We may terminate this Agreement for cause (a) upon notice to you of a material breach if such breach remains uncured after ten (10) days from the date of the notice; (b) if you become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or (c) immediately if you make one of the Prohibited Uses described below. Failure to maintain your automatic payment method in effect shall be considered a material breach and cause for immediate termination or suspension of Services by Abstractive Health, at its option.

6.3 Effect of Termination and Survival. Upon termination of these Terms (a) Customer will have no further right to use the Services, (b) Customer will not be entitled to any refund of fees paid, and (d) subject to full payment of all fees and charges payable to Abstractive Health, Abstractive Health shall, within thirty-six (36) hours of the effective date of termination, delete and direct its contractors to delete all Customer Information in accordance with Section 9. The following Sections will survive the

expiration or early termination of these Terms: 2 (No Provision of Medical Advice), 3 (Customer Responsibility for the Accuracy of Content), 4.1 (Business Associate Agreement), 5.2 (Payment; Taxes), 7 (Intellectual Property), Section 8 (Acceptable Use; Prohibited Uses), 9 (Confidentiality), 10 (Privacy and Data Security Practices), 11 (Representations; Warranty Disclaimers), 12 (Indemnification), 13 (Limitation of Liability), 14 (Release) and 15 (Miscellaneous). The expiration or early termination of these Terms will not limit Customer's liability for obligations accrued as of or prior to such expiration or termination or for any breach of the Agreement.

Section 7. Intellectual Property.

7.1. Ownership. Each Party will retain all rights, title and interest in any of its patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and proprietary rights ("**Intellectual Property Rights**"). Abstractive Health will retain Intellectual Property Rights in the Services and all components of, or used to, provide the Services or created by the Services or by Abstractive Health in the course of providing the Services (the "**Services Information**"). Customer will own and retain Intellectual Property Rights, if any, in all PHI and other information it provides to Abstractive Health (subject to the license you grant us to the Feedback as described below), including, but not limited to, in the course of its use of the Services (the "**Customer Information**").

7.2. Feedback. Customer may provide suggestions, enhancement requests, recommendations about the Services, or other feedback to Abstractive Health (the "**Feedback**"). Customer hereby grants to Abstractive Health a fully paid-up, royalty-free, worldwide, transferable, sub-licensable (through multiple layers), assignable, irrevocable and perpetual license to implement, use, modify, commercially exploit, incorporate into the Services, or otherwise use any Feedback. Abstractive Health also reserves the right to seek intellectual property protection for any features, functionality or components that may be based on or that were initiated by such Feedback.

7.3. Customer's Access. Abstractive Health hereby grants Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the Services as set forth in and, subject to these Terms. Customer hereby grants Abstractive Health a non-exclusive, non-transferable, non-sublicensable right and license to use the Customer Information solely to provide the Services to Customer.

Section 8. Acceptable Use; Prohibited Uses.

8.1 Scope. This policy applies to the use of information, electronic and computing devices, and network resources to conduct Customer business using the Services, or that interact with internal networks and business systems owned, leased or licensed by Abstractive Health. Customer shall exercise good judgment regarding appropriate use of information, electronic devices and network resources in accordance with established internal Customer policies, policies set forth in the Agreement, local laws and regulations.

8.2. No Other Users. You may not designate or provide access to the Services to anyone, including your employees, nurses, agents or contractors. You are responsible for all use and misuse of the Services by any persons to whom you grant access to the Services in violation of these Terms, or who obtains access through use of a device or network used by you to access the Services. You are strictly prohibited from sharing your Services account or account passwords. Doing so is a material breach of these Terms.

8.3. Prohibited Uses. You may not do any of the following (each, a “**Prohibited Use**”):

- (a) “frame,” distribute, resell, or permit access to the Services by any third party other than as allowed by the features and functionality of the Services;
- (b) use the Services in violation of applicable laws;
- (c) interfere with, disrupt, or gain unauthorized access to the Services;
- (d) successfully or otherwise, attempt to: decompile, disassemble, reverse engineer, discover the underlying source code or structure of, or copy the Services;
- (e) provide Abstractive Health any Customer Information or Feedback that is unlawful, defamatory, harassing, discriminatory, or infringing of third party intellectual property rights;
- (f) transfer to the Services or otherwise use on the Services any code, exploit, or undisclosed feature that is designed to delete, disable, deactivate, interfere with or otherwise harm or provide unauthorized access to the Services;
- (g) use any robot, spider, data scraping, or extraction tool or similar mechanism with respect to the Services;
- (h) provide access to the Services to an individual associated with an Abstractive Health Competitor (defined below);
- (i) extract information from the Services in furtherance of competing with Abstractive Health;
- (j) encumber, sublicense, transfer, rent, lease, time-share or use the Services in any service bureau arrangement or otherwise for the benefit of any third party;
- (k) copy, distribute, manufacture, adapt, create derivative works of, translate, localize, port or otherwise modify any aspect of the Services;
- (l) introduce into the Services any software containing a virus, worm, “back door,” Trojan horse or similarly harmful code; or
- (m) permit any third party to engage in any of the foregoing proscribed acts.

As used in this Section, the term “**Abstractive Health Competitor**” means any entity that provides the same or similar goods and services to those provided by Abstractive Health, as would be determined by a commercially reasonable individual. Customer will promptly notify Abstractive Health of any violations of the above prohibited uses or access of the Services by any third party and require such third party to immediately cease any such use. Abstractive Health reserves the right to suspend Customer’s access to the Services if Abstractive Health reasonably suspects Customer is in breach of these Terms or a third party has gained unauthorized access to the Services through the fault of Customer, intentional or otherwise.

Section 9. Confidentiality. “**Confidential Information**” means all information provided or made available by or on behalf of one Party (“**Discloser**”) to the other Party (“**Recipient**”), whether disclosed orally or disclosed or accessed in written, electronic, or other form of media, and whether marked, designated, or otherwise identified as “confidential”. Recipient may not disclose to any third party any Confidential Information of Discloser without Discloser’s prior written consent, except as otherwise expressly permitted under this Agreement. Recipient may not use Discloser’s Confidential

Information except to perform its obligations under these Terms, such obligations including, in the case of Abstractive Health, to provide the Services. The foregoing restrictions do not apply to: (i) any information that is in the public domain or already lawfully in the Recipient's possession; (ii) was known to the Recipient prior to its receipt from Discloser; (iii) becomes known to Recipient from a third party having an apparent bona fide right to disclose the information; or (iv) Confidential Information that the Recipient is obligated to produce pursuant to a court order or a valid administrative subpoena, providing Recipient provides Discloser timely notice of such court order or subpoena (if legally permitted).

Section 10. Privacy and Data Security Practices.

10.1 Scope. This privacy and data security practices policy applies to Customer-provided data, collected data, use of data to provide Services and sharing of data. Abstractive Health will also apply this privacy policy to the extent necessary and appropriate to our Informational Website. Abstractive Health will establish policies and controls, monitor compliance with those controls, and work with third party auditors to ensure SOC 2 Type II compliance. Nothing in these Terms shall be construed to permit Abstractive Health or its authorized contractors to use patient data or disclose patient data including, without limitation, PHI, to third parties, other than as reasonably necessary to provide the Services to Customer in accordance with these Terms, and subject to such limitations as are set forth in the BAA and applicable law, including, without limitation, the Personal Information Protection and Electronic Documents Act and applicable provincial privacy laws, and related governmental regulations.

10.2 Use of Customer's Personal Data. Abstractive Health may use your personal and business data, such as:

- (a) User name, email address and mobile phone number to manage Customer accounts, contact you about usage of Abstractive Health products, respond to your requests, and inform you of new features or products.
- (b) As needed to: troubleshoot and protect against errors; perform data analysis and testing; conduct research and surveys; develop new products or tools; and to refine and improve Abstractive Health algorithms, machine learning and machine learning applications.
- (c) Personal data to promote the safety and security of Abstractive Health, its users, and other parties, such as, to protect against fraud and abuse, respond to a legal request or claim, conduct audits, and enforce these terms and other policies.
- (d) Analytics and passively-collected data to understand Customer use of Abstractive Health products, test features and tools, ensure proper function of Abstractive Health products, and protect that function from bad actors.

10.3 Sharing of Personal Data. Abstractive Health will only share Customer personal data by Customer consent or when required or permitted by law in the following circumstances:

- (a) When Customer consents to an action that will inherently share Customer Data with a third party.
 - (i) The Services includes links and interactions with third parties that are not controlled by Abstractive Health. Abstractive Health engages these organizations to provide benefits to the Customer experience.

- (ii) Abstractive Health will not share Customer Data with a third party without first entering into a business associate agreement that contains the same restrictions and conditions on the use and disclosure of PHI as contained in the BAA between Customer and Abstractive Health, if such interaction would necessitate the sharing of PHI. Abstractive Health will obtain Customer consent prior to sharing PHI with any third party. Abstractive Health will provide a copy, or provide a link to, the third party's privacy policy so Customer will know how Customer Information may be used by that third party.
 - (iii) When Customer Data is shared with a third party, it will be covered by any policies that the policies of that third party unless otherwise governed by the BAA.
 - (iv) Once data is shared, Abstractive Health is not responsible for Customer access or deletion requests of shared data. If Customer requests access or deletion of shared data that is held by a third-party service provider, Abstractive Health shall make such request to the third-party within 10 days of receipt of the request from Customer. The process for access or deletion shall be governed by the BAA between Abstractive Health and the third-party service provider.
- (b) Abstractive Health may disclose the Customer Information to comply with the law, a judicial proceeding, court order or other legal process, such as in response to a court order or a subpoena. Abstractive Health will notify Customer of legal process seeking access to Customer Information, such as search warrants, court orders or subpoenas, unless legally prohibited from doing so. In cases where a court order specifies a non-disclosure period, Abstractive Health will provide delayed notice after the expiration of the non-disclosure period. Exceptions to this notice policy include exigent or counterproductive circumstances, for example, an emergency involving a danger of death or serious physical injury to a person.
- (c) To protect Abstractive Health and others, Abstractive Health may disclose Customer Information where it is necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety of any person, violations of these Terms or the terms of any Order Form, any other agreement between Customer and Abstractive Health, or as evidence in litigation in which Abstractive Health is involved.
- (d) If Abstractive Health is acquired by, or merged with another company, if substantially all of Abstractive Health assets are transferred to another company, or as part of a bankruptcy proceeding or reorganization, Abstractive Health will notify Customer before transferring any Customer Information to the new entity.
- (e) Customer is solely responsible for providing any required notices to data subjects about the use of this AI-based platform, the use of any third-party service providers, or any such technology platform that may be used by Customer to manage PHI.

10.4. Security of Customer Data. Consistent with the BAA, Abstractive Health will comply with SOC 2 Type II protocols for security of Customer Data and will:

- (a) Only transmit Customer Data via secure channels. Customer Data will be encrypted in transit and at rest using the industry best practice encryption standards. Data will be protected as it travels over the internet during read and write operations using HTTPS.
- (b) Employ products and services for health data storage and processing that meet the requirements of applicable privacy laws.
- (c) Employ strict internal access-control policies to prevent privacy violations.

Section 11. Representations; Warranty Disclaimers.

11.1. Authority. Each Party represents and warrants that it has validly entered into these Terms and has the legal power to do so.

11.2. Warranty Disclaimers. THE SERVICES, INCLUDING ALL SERVER AND NETWORK COMPONENTS PROVIDED BY ABSTRACTIVE HEALTH AS PART OF THE SERVICES, IF ANY, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ABSTRACTIVE HEALTH DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SERVICES OR ANY CONTENT ON THE SERVICES, WHETHER PROVIDED OR OWNED BY ABSTRACTIVE HEALTH OR BY ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IN ADDITION, YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICES. ABSTRACTIVE HEALTH DOES NOT MAKE ANY REPRESENTATION OR WARRANTY THAT ANY OF THE SERVICES OR ANY CONTENT AVAILABLE THROUGH ANY OF THE SERVICES IS ACCURATE, COMPLETE, AVAILABLE, CURRENT, FREE FROM ERRORS OR OTHER DEFECTS (TECHNICAL OR OTHERWISE) THAT WILL BE CORRECTED, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR DEFECTS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ABSTRACTIVE HEALTH SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

Section 12 Indemnification.

12.1. Indemnification by Abstractive Health. Abstractive Health will indemnify and hold Customer harmless from any third-party claim against Customer arising out of Customer’s use or purchase of the Services as permitted hereunder alleging that such Services infringe or misappropriate a third party’s valid patent, copyright, trademark, or trade secret. Abstractive Health will, at its expense, defend such claim and pay damages finally awarded against Customer in connection therewith, including the reasonable fees and expenses of the attorneys engaged by Abstractive Health for such defense, provided that (a) Customer promptly notifies Abstractive Health of the threat or notice of such claim; (b) Abstractive Health will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such claim (however, Abstractive Health will not settle or compromise any claim that results in liability or admission of any liability by Customer without prior written consent); and (c) Customer fully cooperates with Abstractive Health in connection therewith. If use of any Services by Customer has become, or, in Abstractive Health’s opinion, is likely to become, the subject of any such claim, Abstractive Health may, at its option and expense, (i) procure for Customer the right to continue using the Services; (ii) replace or modify the Services to make them

non-infringing; or (iii) if options (i) or (ii) are not commercially reasonable or practicable as determined by Abstractive Health, terminate these Terms and repay, on a pro-rata basis, any Fees previously paid to Abstractive Health for the corresponding unused portion of the Term for related Services.

Abstractive Health will have no liability or obligation under this Section with respect to any claim if such claim is caused in whole or in part by (x) compliance with designs, data, instructions or specifications provided by Customer; (y) modification of the Services by anyone other than Abstractive Health; or (z) the combination, operation or use of the Services with other hardware or software where the Services would not otherwise be infringing. The provisions of this Section state the sole, exclusive, and entire liability of Abstractive Health to Customer and constitute Customer's sole remedy with respect to an infringement claim brought by reason of access to or use of a Service. Notwithstanding anything to the contrary herein, Abstractive Health shall have no obligation under this Section with respect to any Services provided for which Customer is not billed or sent an invoice.

12.2. Indemnification by Customer. Customer will indemnify and hold Abstractive Health harmless against any third party claim arising out of (a) Prohibited Uses or other breach by Customer of the Agreement Terms; (b) failure to diagnose, treat or otherwise provide health care services consistent with the standard of care; (c) failure to maintain appropriate documentation; (d) failure to comply with any federal or state laws, rules or regulations governing the practice of medicine; or (e) alleging that Customer Information infringes or misappropriates a third party's valid patent, copyright, trademark, or trade secret; provided (i) Abstractive Health promptly notifies Customer of the threat or notice of such claim; (ii) Customer will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such claim (however, Customer will not settle or compromise any claim that results in liability or admission of any liability by Abstractive Health without prior written consent); and (iii) Abstractive Health fully cooperates in connection therewith.

SECTION 13. LIMITATION OF LIABILITY. IN NO EVENT WHATSOEVER SHALL ABSTRACTIVE HEALTH, ITS AFFILIATES, OR SUPPLIERS, OR THEIR RESPECTIVE OFFICERS, EMPLOYEES, SHAREHOLDERS, AGENTS, OR REPRESENTATIVES, BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUE, GOODWILL, OR DOWNTIME, (ARISING UNDER TORT, CONTRACT, OR OTHER LAW) REGARDLESS OF SUCH PARTY'S NEGLIGENCE OR WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. YOU UNDERSTAND AND AGREE THAT THE DOWNLOAD OF ANY MATERIALS IN CONNECTION WITH THE SERVICES IS DONE AT YOUR DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OR UPLOAD OF ANY MATERIAL. ABSTRACTIVE HEALTH NEITHER ASSUMES, NOR DOES IT AUTHORIZE ANY OTHER PERSON TO ASSUME ON ITS BEHALF, ANY OTHER LIABILITY IN CONNECTION WITH THE PROVISION OF THE SERVICES. IF NOTWITHSTANDING THE OTHER PROVISIONS OF THIS AGREEMENT, ABSTRACTIVE HEALTH IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS THAT ARISES OUT OF, OR IS IN ANY WAY CONNECTED WITH YOUR USE OF ANY SERVICES, ABSTRACTIVE HEALTH'S LIABILITY SHALL IN NO EVENT EXCEED THE GREATER OF (1) THE TOTAL OF ANY FEES PAID BY YOU TO ABSTRACTIVE HEALTH IN THE SIX (6) MONTHS PRIOR TO THE DATE THE CLAIM IS ASSERTED FOR ANY OF THE SERVICES OR FEATURE RELEVANT TO THE CLAIM, OR (2) \$500. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE ESSENTIAL PURPOSE OF THIS SECTION IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE FEES CHARGED,

WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF ABSTRACTIVE HEALTH WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. ABSTRACTIVE HEALTH HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE CUSTOMER WITH THE RIGHTS TO ACCESS AND USE THE SERVICES. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

Section 14. Release. You release Abstractive Health and our successors from all losses, damages, rights and demands and actions of any kind, including personal injuries, death and property damage, that are directly or indirectly related to, or arise from your use of the Services (collectively, “**Claims**”). This release does not apply to any Claims for unconscionable commercial practice by Abstractive Health or fraud, deception, false promise, misrepresentation or concealment, or suppression or omission of any material fact in connection with the Services.

Section 15. Miscellaneous.

15.1. Entire Agreement. These Terms, including all Appendices, and any exhibits, schedules and attachments to these Terms constitute the entire agreement of the Parties, and supersede all prior agreements between Abstractive Health and Customer regarding the subject matter hereof and thereof.

15.2. Assignment. You cannot assign, transfer or sublicense your rights, obligations or responsibilities under this Agreement without first obtaining our written consent. We may assign, transfer, or delegate any of our rights and obligations without your consent. This Agreement does not create any agency, partnership, joint venture, or employment relationship, and neither Party has any authority to bind the other in any respect.

15.3. Severability. If any provision in these Terms is held by a court of competent jurisdiction to be unenforceable, such provision will be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms will remain in effect.

15.4. Independent Relationship. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

15.5. Notices. All notices provided by Abstractive Health to Customer under these Terms may be delivered in writing (a) by nationally recognized overnight delivery service (“Courier”) to the contact mailing address provided by Customer on the Order Form; or (b) electronic mail to the electronic mail address provided for Customer’s account owner. Except as otherwise expressly provided in these Terms, Customer must give notice to Abstractive Health either in writing by courier, overnight express delivery by a nationally-recognized service (such as FedEx) to 333 E. 56 Street, #7N, New York, New York 10022, U.S.A., Attn: Chief Executive Officer or by email to vince@abstractivehealth.com. All notices shall be deemed to have been given immediately upon delivery by electronic mail; or, if otherwise delivered upon the earlier of receipt or two (2) business days after being deposited with a courier as permitted above. Any change to a Party’s address for receipt of notices shall be given by like notice.

15.6. Governing Law, Jurisdiction, Venue. Our Agreement, including these Terms and the Appendices to these Terms, shall be governed by the laws of the State of New York, without reference to conflict of laws principles. Any disputes arising under the Agreement shall be resolved in a court of

general jurisdiction in New York, NY. Customer hereby expressly agrees to submit to the exclusive personal jurisdiction and venue of such courts for the purpose of resolving any dispute relating to the Agreement, or access to or use of the Services by Customer.

15.7. Export Compliance. The Services and other software or components of the Services that Abstractive Health may provide or make available to Customer are subject to U.S. export control and economic sanctions laws as administered and enforced by the Office of Foreign Assets Control of the United States Department of Treasury. Customer will not access or use the Services if Customer is located in any jurisdiction in which the provision of the Services, software, or other components is prohibited under U.S. or other applicable laws or regulations (a “**Prohibited Jurisdiction**”). Customer may not provide access to the Services to any government, entity, or individual located in any Prohibited Jurisdiction. Customer represents and warrants that (a) it is not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it is not a national of, or a company registered in, any Prohibited Jurisdiction; (c) it will not permit any individuals under its control to access or use the Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) it will comply with all applicable laws regarding the transmission of technical data exported from the United States and the countries in which it is located.

15.8. Anti-Corruption. Customer represents and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Abstractive Health’s employees or agents in connection with these Terms. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly give notice to Abstractive Health.

15.9. Publicity and Marketing. Abstractive Health may use Customer’s name, logo, and trademarks solely to identify Customer as a client of Abstractive Health on Abstractive Health’s website and other marketing materials and in accordance with Customer’s trademark usage guidelines. Abstractive Health may share aggregated and/or anonymized information regarding use of the Services with third parties for marketing purposes, including in the development of case studies, research reports, and advertising campaigns, to develop and promote Services. Abstractive Health never will disclose aggregated and/or anonymized information to a third party in a manner that would identify Customer or any identifiable individual as the source of the information.

15.10. Customer Process Data Requirements. To assess the efficacy and performance of Abstractive Health products and the Services during the contract period, Customer shall provide Abstractive Health with reasonable access to its Services access logs. Information requested may include, but not be limited to, historical and comparative data with respect to user efficiency, patient wait times and patient outcomes.

15.11. Amendments. Abstractive Health may amend these Terms from time to time, in which case the new Terms will supersede prior versions. Abstractive Health will notify Customer not less than ten (10) days prior to the effective date of any such amendment and Customer’s continued use of the Services following the effective date of any such amendment may be relied upon by Abstractive Health as consent to any such amendment.

15.12. Waiver. Abstractive Health’s failure to enforce at any time any provision of these Terms does not constitute a waiver of that provision or of any other provision of these Terms.

[End of Terms of Services]

APPENDIX 1

to Abstractive Health Inc. Terms of Services Agreement

ABSTRACTIVE HEALTH INC. PRIVACY POLICY (CANADA)

Abstractive Health is being created to develop, market and manage Abstractive Health's proprietary method to automate a narrative summary of a patient's medical record (the "*Platform*"). Through natural language processing (NLP) technology on the Platform, as more fully described in our Informational Website and in the terms for such Website included herewith as Appendix 2 (collectively, the "*Abstractive Health Services*"). Abstractive Health will provide such services through the Abstractive Health Service ("*Abstractive Health App*" or "*App*"), (the "*Abstractive Health Services*," "*Abstractive Health*" or the "*Services*"). Our goal with this Privacy Policy is to inform you about how Abstractive Health works by explaining the data you provide, data we collect, how we use it to provide the Services and when it is shared. Abstractive Health will also apply this Privacy Policy to the extent necessary and appropriate to our Informational Website, although we do not contemplate collecting any personal data from you for such site except data relevant to communicating by email on any further inquiries which you may have.

What personal data does Abstractive Health collect about me?

Account Information. We may collect contact information such as your name, phone number, email, address, or single sign-on login information to create an account and allow you to access it.

Analytics and Passively Collected Data. We collect data about how you use Abstractive Health Services and Informational Website through pixel tags and cookies including your IP address, mobile device ID, click or tap history, type of OS or browser and other actions on the Services. This information is collected from your phone or web browser as you interact with web and mobile apps and helps us improve your experience with the Services.

Feedback and Support. Whether you have an idea to make Abstractive Health better or need a little help, we store the emails you send us and use them to help us prioritize how to improve our product.

De-identified Data. De-identified Data is non-personal information that is aggregated or de-identified so that it cannot reasonably be used to identify an individual and cannot be reconstructed in a manner that would allow an individual to be identified. We use de-identified data for research and development of new products or tools, to refine our algorithms and machine learning applications, and to improve the Services and the services we provide. We may disclose such information publicly and to third parties, for example, in public reports about health, to partners under agreement with us, or in benchmarking information we provide to the medical community.

How does Abstractive Health use personal data?

We process personal data to provide the Service to you:

- We use your name, email address, and mobile phone number to manage your account, contact you about your use of Abstractive Health, respond to your requests, and inform you of new features or products.
- We use Analytics and Passively Collected Data to understand how you use Abstractive Health, to test features and tools, ensure Abstractive Health is working properly, and protect it from bad actors.
- We use personal data to improve Abstractive Health. For example: to troubleshoot and protect against errors; perform data analysis and testing; conduct research and surveys; develop new products or tools; and refine our algorithms and machine learning applications.
- We use your email address to send you information about Abstractive Health or our Partners. You can opt-out from receiving messages at any time by clicking “unsubscribe” in any email you receive.
- We use your contact information and information about how you use the Services to send promotional communications that may be of specific interest to you. These communications are aimed at driving engagement and maximizing what you get out of the Services, including information about new features, survey requests, events and other information we think may be of interest to you. We also communicate with you about new product offers, promotions and contests.
- We are always looking for ways to make our Services smarter, faster, more secure, integrated and useful to you. To that end, we use collective learnings about how people use our Services and feedback provided directly to us to troubleshoot and to identify trends, usage, activity patterns and areas for integration and improvement of the Services.
- We use personal data to promote the safety and security of Abstractive Health, our users, and other parties. For example, to protect against fraud and abuse, respond to a legal request or claim, conduct audits, and enforce our terms and other policies.

When is my personal data shared?

We never sell personal data. We only share it with your consent or when required or permitted by law. Here are the circumstances under which your personal data may be shared:

When you consent, agree or direct us to share it.

There may be times when you ask us to perform an action that will share your data. For example:

- The Abstractive Health Service includes links and interactions with third parties that aren’t controlled by Abstractive Health. We partner with these organizations because they provide benefits that we think makes the Abstractive Health experience more beneficial to you. We do not share personal data with partners unless you direct us to do so and we include a link to the partner’s privacy policy in the Services so you will know how your data will be used by that partner.

- Please note that once your data is shared with a third party, it is covered by any policies that apply to that third party and you will have to contact them directly to access or delete your personal data.

To provide the Abstractive Health Services.

We transfer data to service providers and other partners who process it for us, based on our instructions and in compliance with this Privacy Policy and other confidentiality and security measures enforced by legal contract. This processing can include services such as customer support, cloud storage, marketing, data analysis, research, and surveys.

We use Google Analytics, a web analysis service operated by Google Inc. ("Google"). Google Analytics uses cookies (text files) stored on your computer to allow for analysis of your visits to websites and interactions with them in order to personalize your experience and improve the Services. You may prevent data from being used by Google Analytics by downloading and installing the Google Analytics Opt-out Browser Add-on.

To comply with the Law.

We may disclose the information we collect from you in order to comply with the law, a judicial proceeding, court order, or other legal process, such as in response to a court order or a subpoena.

Please note: Our policy is to notify you of legal process seeking access to your information, such as search warrants, court orders, or subpoenas, unless we are prohibited by law from doing so. In cases where a court order specifies a non-disclosure period, we provide delayed notice after the expiration of the non-disclosure period. Exceptions to our notice policy include exigent or counterproductive circumstances, for example, when there is an emergency involving a danger of death or serious physical injury to a person.

To Protect Us and Others.

We may disclose the information we collect from you where we believe it is necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety of any person, violations of our Terms of Use or this Policy, or as evidence in litigation in which Abstractive Health is involved.

Business Transfers.

If we are acquired by or merged with another company, if substantially all of our assets are transferred to another company, or as part of a bankruptcy proceeding or reorganization, we will give affected users notice before transferring any personal data to a new entity.

[How do you keep my data safe?](#)

We use a combination of technical, administrative, and physical controls to keep user data secure. Data is always transmitted via secure channels. Data is encrypted in transit and at rest using the industry best practice encryption standards (e.g. S/MIME, X.509 certificates, TLS) to safeguard your information. Data is protected as it travels over the internet during read and write operations using HTTPS. We use products and services for health data storage and processing that meet the

requirements imposed by applicable privacy laws. In addition to using state-of-the-art security systems, we also have strict internal access-control policies to prevent privacy violations.

How do you protect children?

Abstractive Health is not intended for children. Abstractive Health is not directed at children under the age of 13. If we become aware that we are collecting data from a child under 13, we will promptly delete the data and the account. If you have reason to believe that a child under the age of 13 provided data to us without parent or guardian consent, please contact us at giordana@abstractivehealth.com.

Access to, storage of, and deleting my personal data

You may access and modify personal data that you have submitted by logging into your account and updating your profile information on the Platform. Please note that copies of information that you have updated, modified or deleted may remain viewable in cached and archived pages of the Service for a period of time. Your personal data is stored and accessible on your device as well as in the cloud.

We store information associated with your account until your account is deleted. You can delete your account by contacting us at giordana@abstractivehealth.com. Please note that it may take 24 hours to delete your account information, and we may preserve it for legal reasons or to prevent harm, including as described in the “When Is My Personal Data Shared?” section.

Changes to this policy

We will notify you before we make material changes to this policy and give you an opportunity to review the revised policy before deciding to continue using Abstractive Health.

Contact Us

You can reach us by email at giordana@abstractivehealth.com.

[End of Privacy Policy]

APPENDIX 2

to Abstractive Health Inc. Terms of Services Agreement

INFORMATIONAL WEBSITE TERMS OF USE AGREEMENT

These Abstractive Health Terms of Use (“*Terms*”) govern your (“*You*” or “*Your*”) use of the Abstractive Health, Inc. Informational Website and any related application made available by Abstractive Health Inc. (“*Abstractive Health*”, “*We*” “*Our*” or “*Us*”) that supports information needs of potential investors, physicians, health institution administrators and others who want to receive sale, use and general information with respect to Abstractive Health’s proprietary method to automate a narrative summary of a patient’s medical record (the “*Platform*”) through natural language processing (NLP) technology on the Platform, as more fully described in this website and in these Terms (collectively, the “*Abstractive Health Services*”). These Terms describe your responsibilities as a User (as defined below) of this website to gain information about the Abstractive Health Services.

If You are not eligible, or do not agree to these Terms, then You do not have permission to access or use the Platform.

Terms

1. What These Terms Cover

These Terms govern the Abstractive Health Informational Website. These Terms include our Privacy Policy.

2. Abstractive Health Platform

- a. **No grant of License.** This is an information-only website. When licenses become available to install the platform this website will direct you to a website that provides registration and application for a Platform license. Or, if you have indicated preliminarily to Abstractive Health that you want to acquire such a license when available you will receive notice of license availability and application procedures by email.
- b. **Creating an Abstractive Health Account and Using the Abstractive Health Platform.** Once you create an Abstractive Health account on the Platform (“Abstractive Health Account”), You will be considered a “User” of the Platform on the terms and conditions disclosed to you at registration. Unless and until you register you are not a User and your access to information about Abstractive Health is limited to the information presented on this Website or information you receive directly from Us upon your request.

3. Ownership of Platform

Abstractive Health and its licensors exclusively own and retain all rights, title and interest in and to, including all intellectual property rights therein and thereto the Abstractive Health Platform including the Platform and all websites, mobile applications, software, processes, algorithms, designs, user interfaces, look and feel, branding, documentation, specifications, application programming interfaces, and other technology provided or used in connection with or that constitutes the

Abstractive Health Services (collectively, “*Abstractive Health Technology*”). Abstractive Health and its licensors reserve all rights not expressly granted in the Terms provided at Registration. No right or license will be granted to make any improvements, derivative works, or modifications to the Platform or to any of the Abstractive Health’s Intellectual Property related to the Platform (“*Improvements*”). To the extent Improvement is made by the User or otherwise arises from the User’s use of or access to the Platform, all rights in such Improvement will be assigned to Abstractive Health. In the event the foregoing assignment fails for any reason, User will grant to Abstractive Health a worldwide, perpetual, irrevocable, fully paid up, sublicensable (through multiple tiers), transferable license to practice such Improvement to Abstractive Health.

4. Abstractive Health Content

Abstractive Health owns all right, title and interest in and to all content revealed on this Informational Website or provided by way of use of the Platform following registration including all documentation and other information and content provided by Abstractive Health via the Platform which is accessible via the Abstractive Health website (“*Abstractive Health Content*”). The Abstractive Health Content is protected by copyright, patent application, knowhow and other intellectual property laws throughout the world. All copyright and other proprietary notices on any Abstractive Health Content must be retained on any copies made thereof. Any unauthorized reproduction, modification, distribution, public display or public performance of any Abstractive Health Content is strictly prohibited.

5. User Content

- a. **User Content Generally.** Following registration certain features of the Platform may permit You to upload content to the Platform (“User Content”). You retain the copyrights, including any moral rights, and any other proprietary rights that You may hold in the User Content.
- b. **Limited License Grant to Abstractive Health.** By posting or publishing User Content following registration, You grant Abstractive Health a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully paid, transferable right and license (with the right to sublicense) to use User Content, in whole or in part, for any purpose in accordance with the Privacy Policy and any applicable laws.

6. Business Associate Agreement

The Parties agree that, to the extent Abstractive Health creates, receives, maintains, or transmits identifying information about an individual that relates to their physical or mental health, the provision of healthcare services, or the payment for healthcare (“**protected health information**”) for or on behalf of You under these Terms, the BAA executed at registration shall govern.

- a. **Privacy Policy.** Please read the Privacy Policy carefully for information relating to Our collection, use, storage and disclosure of information for the Platform. The Privacy Policy is incorporated herein by reference, and made a part of these Terms.
- b. **Additional Terms.** Your use of the Platform is subject to all additional terms, policies, rules, or guidelines applicable to the Platform or certain features of the Platform that We may post on or link to from the Platform (the “*Additional Terms*”), such as end-user license agreements for any downloadable software applications,

or rules that are applicable to a particular feature or content on the Platform. All Additional Terms are incorporated by this reference into and made a part of these Terms.

- c. **Confidentiality.** We both acknowledge that during the course of the transactions contemplated by these Terms, one of the parties (the “*Disclosing Party*”) may find it necessary or appropriate to share Confidential Information (as defined below) with the other Party (the “*Receiving Party*”). The Receiving Party will: (i) not use the Disclosing Party’s Confidential Information except for the exercise of its rights or performance of its obligations hereunder; (ii) not disclose such Confidential Information to any third party, other than its employees and consultants who have a “need to know” for the Receiving Party to exercise its rights or perform its obligations hereunder; and (iii) use at least reasonable measures to protect the confidentiality of such Confidential Information. If the Receiving Party is required by law to make any disclosure of such Confidential Information, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation to the Disclosing Party in seeking to obtain such protection. Information will not be deemed Confidential Information hereunder if such information: (1) is known or becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party prior to receipt from the Disclosing Party from a source other than one having an obligation of confidentiality to the Disclosing Party; (2) becomes publicly known, except through a breach hereof by the Receiving Party; or (3) is independently developed by the Receiving Party without any use of or reference to the Disclosing Party’s Confidential Information. “Confidential Information” means any information provided by one Party to the other and concerning such Disclosing Party’s business or operations including, but not limited to, all tangible, intangible, visual, electronic, now existing or future information such as: (a) trade secrets; (b) financial information, including pricing of the Services; (c) technical information, including research, development, procedures, algorithms, data, designs, code, user interfaces, application programming interfaces, system performance information, and knowhow; (d) business information, including operations, planning, marketing interests, and products; and (e) all other information which would, due to the nature of the information disclosed or the circumstances surrounding such disclosure, appear to a reasonable person to be confidential or proprietary.

7. Modifications to these Terms

We reserve the right, at our discretion, to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. If a change to these Terms materially modifies Your rights or obligations, we will use commercially reasonable efforts to notify You of the modified Terms by email or text message to the address or phone number You provided in setting up Your account. All modifications will be effective upon publication. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose. Your sole and exclusive remedy if You do not agree with any modification to

these Terms is to terminate this Agreement in accordance with the terms herein. You may not amend or modify these Terms under any circumstances.

8. Feedback

Abstractive Health appreciates the ideas and suggestions of its Users and other interested parties. You may, but are not required to, provide Abstractive Health with information, suggestions, or other feedback with respect to the Abstractive Health Services or Platform ("*Feedback*"), and Abstractive Health may use such Feedback in any manner, including to improve its products and services. You hereby grant to Abstractive Health a worldwide, nonexclusive, perpetual, irrevocable, transferable, royalty free, fully paid up, sublicensable license to use and exploit Feedback for any purpose without restriction.

9. Representations, Warranties, and Disclaimer

- a. **Mutual Representations.** Each Party represents and warrants to the other Party that it has all necessary power and authority to enter into this Agreement and to carry out its obligations hereunder, and that the execution and performance of these Terms does not and will not conflict with or violate any law or its contractual or other obligations to any third party.
- b. **Your Representations.** You represent and warrant that (i) You have the necessary rights and permissions or approvals to use and to permit the use of any information You provide to Abstractive Health hereunder; and (ii) You will not provide to Abstractive Health any personal data or personally identifiable information, as such terms are defined under applicable law, in violation of any contractual or other obligations, including Your privacy policies and guidelines, and applicable laws, including without limitation the Health Insurance Portability and Accountability Act.
- c. **Disclaimer.** THE INFORMATION SET FORTH ON THIS WEBSITE AND IN THE ABSTRACTIVE HEALTH SERVICES ARE OFFERED AND PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ABSTRACTIVE HEALTH HEREBY DISCLAIMS ALL OTHER WARRANTIES IN CONNECTION WITH THESE TERMS, THE ABSTRACTIVE HEALTH SERVICES, WHETHER IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE ABSTRACTIVE HEALTH SERVICES WILL BE AVAILABLE, COMPLETE, ADEQUATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED. ABSTRACTIVE HEALTH DOES NOT REVIEW, MONITOR, EVALUATE, OR ANALYZE ANY INFORMATION GENERATED FROM OR BY PATIENTS FOR ANY MEDICAL PURPOSE. ABSTRACTIVE HEALTH DOES NOT ENGAGE IN THE PRACTICE OF MEDICINE AND DOES NOT PROVIDE ANY MEDICAL ADVICE OR DIAGNOSES TO PATIENTS. IT IS YOUR RESPONSIBILITY TO DISPENSE MEDICAL ADVICE TO OR MAKE DIAGNOSES FOR YOUR PATIENTS BASED ON YOUR PROFESSIONAL JUDGMENT, YOUR REVIEW OF ANY USER CONTENT OR PATIENT DATA USING THE ABSTRACTIVE HEALTH SERVICES OR THE

PLATFORM AND YOUR EVALUATION OF YOUR PATIENTS. BY USING THE PLATFORM, YOU CONSENT TO THE SELECTED COMMUNICATIONS CHANNELS YOU CHOOSE TO USE AND TO THE PROVIDER OF SUCH SERVICES. SUCH CONSENT INCLUDES YOUR AUTHORIZATION FOR THE SELECTED SERVICES, INCLUDING WITHOUT LIMITATION THE USE OF CERTAIN REMOTE-ACCESS COMMUNICATION FEATURES AND/OR FUNCTIONALITY INCLUDING, BUT NOT LIMITED TO, MOBILE, VIDEO, TEXT, AND/OR AUDIO, INFORMATION AND RECORDS FOR DELIVERING THE SELECTED ABSTRACTIVE HEALTH SERVICES IN COMPLIANCE WITH APPLICABLE LAW. YOU ALSO AGREE THAT THE ABSTRACTIVE HEALTH SERVICES ARE NOT INTENDED TO BE USED IN A MEDICAL EMERGENCY.

10. Limitations of Liability

IN NO EVENT WILL WE OR OUR LICENSORS OR SUPPLIERS HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR OR OUR LICENSORS OR SUPPLIERS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR USE OF THE ABSTRACTIVE HEALTH SERVICES OR PLATFORM BY YOU (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY (INCLUDING NEGLIGENCE)) EXCEED \$1,000. THE FOREGOING WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. YOU AGREE THAT THE TERMS IN THIS LIMITATION OF LIABILITY SECTION ALLOCATES THE RISKS BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THESE TERMS.

11. Miscellaneous

- a. **Governing Law; Venue.** To the fullest extent permitted pursuant to applicable law, these Terms are governed by the laws of the State of New York without regard to conflict of law principles. If a lawsuit or court proceeding is permitted under this Agreement, then You and Abstractive Health agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within New York, New York for the purpose of litigating any dispute.
- b. **International Users.** We operate the Platform from locations within the United States. The Platform is intended for Users located within the United States. We make no representation that the Platform or Abstractive Health Technology is appropriate or available for use outside of the United States. Access to the Platform from countries or territories or by individuals where such access is illegal is strictly prohibited.
- c. **Independent Contractors.** The Parties are independent contractors. This Agreement does not establish any relationship of partnership, joint venture, employment, franchise or agency between You, Abstractive Health, and neither Party nor any third party will have the power to act on the other Party's behalf without the other Party's prior written consent.

- d. **Force Majeure.** Except for the obligation to pay money, no Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, labor shortages or disputes, pandemics, governmental acts or failure or degradation of the Internet or telecommunications services. The delayed Party will give the other Party prompt notice of such cause, and will make commercially reasonable efforts to promptly correct such failure or delay in performance.
- e. **Notices.** Except as otherwise set forth herein, all notices under these Terms will be by email or provided by Us by way of the Platform. All notices to Us should be sent to giordana@abstractivehealth.com. Notices to you will be sent to an email address of which you give us notice via the foregoing address. Notices will be deemed to have been duly given the same day in the case of notices provided by us by way of email, this Website or the or the Services.

[End of Informational Website Terms of Use]

APPENDIX 3

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT is by and between You (“Covered Entity”) and Abstractive Health, Inc. (“Business Associate”). Covered Entity and Business Associate shall also be referred to herein individually as a “party” and collectively as the “parties”.

RECITALS

A. Business Associate may create, receive, maintain, use, disclose or transmit Protected Health Information (as defined below) while performing services on behalf of, or providing certain services to, Covered Entity pursuant to a Terms of Services Agreement between the parties made and entered into concurrently with this agreement (“Services Agreement”); and

B. The parties wish to safeguard the confidentiality and security of protected health information in accordance with applicable federal, provincial, state and local law governing the use and/or disclosure of protected health information by Business Associate.

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

1. DEFINITIONS.

- (a) “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of PHI or EPHI that compromises the security or privacy of such information.
- (b) “Electronic Protected Health Information” or “EPHI” means any PHI in digital format.
- (c) “Privacy Regulator” means a governmental agency or authority acting within the scope of its authority to enforce applicable federal or provincial privacy laws or governmental regulations that govern the confidentiality of Protected Health Information.
- (d) “Protected Health Information” or “PHI” means identifying information about an individual that relates to their physical or mental health, the provision of healthcare services, or the payment for healthcare.
- (e) “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
- (f) “Services Agreement” shall mean the agreement identified in the Recitals.
- (g) “Unsecured PHI” means PHI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of an industry recognized technology or methodology both reasonable and adequate in the circumstances and having regard to the nature and sensitivity of the PHI.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

- (a) **Use and Disclosure.** Business Associate agrees not to use or disclose PHI other than as permitted or required by the Services Agreement, this Agreement or as required by law. Business

Associate shall comply with the provisions of this Agreement relating to privacy and security of PHI and all requirements under privacy laws that apply to Covered Entity and/or Business Associate, as such requirements may come to change from time to time. Without limiting the foregoing, to the extent the Business Associate will carry out one or more of the Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

(b) **Appropriate Safeguards.** Business Associate agrees to use appropriate safeguards and comply, where applicable, with the Security Rule to prevent the use or disclosure of the PHI other than as provided for by this Agreement. Without limiting the generality of the foregoing sentence, Business Associate will:

(i) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of EPHI as required by the Security Rule; and

(ii) Ensure that any subcontractor to whom Business Associate provides EPHI agrees in writing to implement reasonable and appropriate safeguards and comply, where applicable, with the Security Rule to protect EPHI and comply with the other requirements of Section 2(a) above.

(iii) To the extent commercially practicable, Business Associate shall encrypt EPHI which it creates, receives, maintains or transmits on behalf of Covered Entity. In no event shall Business Associate store EPHI on a mobile device (e.g. laptop, cell phone, flash drive) unless such device is encrypted and the PHI is considered secured having regard to industry practices and any requirements imposed by applicable privacy laws.

(c) **Reporting to Covered Entity.** Business Associate agrees to report to Covered Entity any of the following:

(i) Any use or disclosure of PHI not permitted by this Agreement of which Business Associate becomes aware.

(ii) Any Security Incident of which Business Associate becomes aware, provided, however, the parties acknowledge and agree that this section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as hereafter defined) for which no additional notice to Covered Entity shall be required. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on a firewall, port scans, isolated unsuccessful log-on attempts, denial-of-service attacks, malware (e.g. worm or virus) or any combination of the foregoing, so long as such incident does not result in unauthorized access, use, disclosure, modification, or destruction of EPHI.

(iii) The discovery of a Breach of Unsecured PHI, with "discovery" understood to mean the first day on which the Breach is known, or reasonably should have been known, to Business Associate or any employee, officer or agent of Business Associate, other than the individual committing the Breach.

Any notice of a Security Incident or Breach of Unsecured PHI shall include, to the extent known or reasonably available to Business Associate at the time of the initial report: (i) the identification of each individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, disclosed or destroyed during such Security Incident or Breach; (ii) the

nature of the PHI subject of the Security Incident / Breach; (iii) the date of the Security Incident / Breach; and (iv) any other relevant information regarding the Security Incident / Breach. Business Associate shall thereafter supplement the initial report as such information becomes known or reasonably available to it. The initial or supplemental report shall be made in writing and directed to Covered Entity pursuant to the notice provisions of the Services Agreement, with a copy to the Covered Entity's Privacy Officer.

(d) **Investigation.** Business Associate agrees to reasonably cooperate and coordinate with Covered Entity in the investigation of any violation of the requirements of this Agreement and/or any Security Incident or Breach and provide Covered Entity such information as is necessary for Covered Entity to comply with its obligations under applicable privacy laws and regulations.

(e) **Reports and Notices.** Business Associate shall also reasonably cooperate and coordinate with Covered Entity in the preparation of any reports or notices to the individual, a regulatory body or any third party required under applicable privacy laws and regulations or any other federal, provincial or state laws, rules or regulations. Covered Entity shall make such reports or notices unless, in Covered Entity's sole discretion, it determines that Business Associate shall undertake such tasks, in which event such reports or notices shall be subject to the prior written approval of Covered Entity.

(f) **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect known to Business Associate of a use or disclosure of PHI by Business Associate or its employees, officers, agents or subcontractors in violation of the requirements of this Agreement (including, without limitation, any Breach of Unsecured PHI or Security Incident).

(g) **Subcontractors.** Business Associate shall ensure that any subcontractor to whom Business Associate provides PHI created, received, maintained or transmitted on behalf of Covered Entity agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(h) **Access to Designated Record Sets.** To the extent that Business Associate possesses or maintains PHI in a Designated Record Set, and only in that event, Business Associate agrees to provide access to, or amend the contents of, the Designated Record Set in accordance with the requirements of applicable privacy laws and regulations, within ten (10) calendar days of such a request or directive from Covered Entity. If a request for access to, or directive to amend, PHI is made directly to Business Associate, Business Associate shall notify Covered Entity within ten (10) calendar days of such request and allow Covered Entity to send the response to the individual.

(i) **Access to Books and Records.** Business Associate agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI under this Agreement available to any Privacy Regulator in the time and manner designated by such Privacy Regulator, for purposes of determining Covered Entity's compliance with applicable privacy laws. In such event, Business Associate shall also provide Covered Entity with access to its books and records within ten (10) calendar days of the Privacy Regulator's request.

(j) **Accountings.** Business Associate agrees to document such disclosures of PHI and maintain information related to such disclosures as would be required for Covered Entity to

respond to a request by an individual for an accounting of disclosures of PHI in accordance with applicable privacy laws and regulations.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

(a) **Services Agreement.** Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate applicable privacy laws and regulations if done by Covered Entity.

(b) **Use for Administration of Business Associate.** Except as otherwise limited in this Agreement, Business Associate may use and disclose PHI for the proper management and administration of the Business Associate or to meet its legal responsibilities, provided: (i) the disclosures are required by law; or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) **To Report Violations.** Business Associate may use and disclose PHI to report violations of law to appropriate Privacy Regulator(s), consistent with applicable privacy laws and regulations.

(d) **Data Aggregation.** Business Associate may use and disclose PHI in its possession to provide Data Aggregation services relating to the Health Care Operations of Covered Entity.

(e) **De-Identified Information.** Business Associate may use information which has been de-identified in accordance with the safe harbor set forth at 45 CFR § 164.514(b)(2), provided: (i) Business Associate maintains any documentation required by applicable privacy laws and regulations; (ii) Business Associate removes any identifiers of the patients and Covered Entity from the information being de-identified; (iii) Business Associate does not know, or have reason to know, that the information can be used alone or in combination with other information to identify an individual who is a subject of the information; and (iv) Business Associate agrees to be solely liable for improper de-identification.

4. PERMISSIBLE REQUESTS BY COVERED ENTITY. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity or that is not otherwise expressly permitted under this Agreement.

5. TERM AND TERMINATION.

(a) **Term and Termination.** This Agreement shall be effective as of the date of this Agreement and shall remain in effect until the expiration or termination of the Services Agreement. Notwithstanding the foregoing, if either party determines that the other party has violated a material term of this Agreement, the non-breaching party will provide the breaching party with twenty (20) days' notice and an opportunity to cure the violation within such notice period. If the breaching party fails to cure within the notice period, or a cure is infeasible, the non-breaching party may immediately terminate both the Services Agreement and this Agreement.

(b) **Effect of Termination.**

(i) Upon termination of this Agreement, Business Associate agrees to return to Covered Entity or destroy, within thirty (30) days of the date of termination, all PHI in the possession of Business Associate and/or its agents or subcontractors. Business Associate shall retain no copies of the PHI. If the PHI is destroyed, Business Associate shall timely provide Covered Entity with written confirmation of its destruction.

(ii) In the event Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

6. COMPLIANCE WITH APPLICABLE PRIVACY LAWS. Business Associate agrees that if it (or its agent or subcontractor) compliance with applicable privacy laws and regulations, and the requirements set forth herein, shall be at its (and its agent or subcontractor's) sole cost and expense.

7. INSURANCE AND INDEMNIFICATION. Business Associate agrees that it shall secure and maintain adequate cybersecurity insurance coverage and indemnify and hold harmless Covered Entity for damages, loss, liability, fines, and penalties that may arise directly or indirectly from any acts of commission or omission on the part of the Business Associate, its agents, employees, or subcontractors resulting in a Breach or failure to comply with the terms of this Agreement. Likewise, Covered Entity agrees that it shall secure and maintain adequate cybersecurity insurance coverage and indemnify and hold harmless Business Associate for damages, loss, liability, fines, and penalties that may arise directly or indirectly from any acts of commission or omission on the part of the Covered Entity, its agents, employees, or subcontractors resulting in a Breach or failure to comply with the terms of this Agreement or any violation of applicable privacy laws and regulations.

8. MISCELLANEOUS.

(a) **No Agency Relationship.** It is not intended that an agency relationship be established hereby expressly or by implication between Covered Entity and Business Associate for purposes of liability under applicable privacy laws. No terms or conditions contained in this Agreement shall be construed to make or render Business Associate an agent of Covered Entity.

(c) **Amendment.** This Agreement may not be amended or modified, except in writing signed by authorized representatives of the parties. In the event a term of this Agreement is determined in good faith to violate any federal, provincial or state law or regulation governing PHI, or there is a change in such laws or regulations, the parties agree to amend this Agreement to achieve and maintain compliance with the requirements of federal or state law or regulation.

(d) **Waiver.** No failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by an authorized representative of the waiving party. If a party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy the party may have under this Agreement.

- (e) **Survival.** Sections 3(e), 5(b)(i), and 8 shall survive the termination of this Agreement, provided, however, in the event the post-termination return or destruction of PHI is infeasible, Sections 2 and 5(b)(ii) shall also survive the termination of this Agreement.
- (f) **Interpretation and Severability.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with any applicable law or regulation protecting the privacy, security and confidentiality of PHI. If any provision of this Agreement shall be determined to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.
- (g) **Controlling Agreement.** The Services Agreement shall be deemed to incorporate the terms of this Agreement. In the event of a conflict between the terms of this Agreement and the terms of the Services Agreement, the terms of this Agreement shall prevail. Business Associate's obligations hereunder shall not be subject to any limitations of liability or remedies in the Services Agreement. The terms of the Services Agreement which are not modified by this Agreement shall remain in full force and effect in accordance with the terms thereof.
- (h) **Entire Agreement.** The Services Agreement together with this Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, and this Agreement supersedes and replaces any former business associate agreement or addendum entered into by the parties.
- (i) **Notice.** All notices required or permitted to be given hereunder shall be in writing and made pursuant to the notice provisions of the Services Agreement, except as modified herein.
- (j) **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than Covered Entity, Business Associate and their respective successors and assigns any rights, obligations, remedies or liabilities whatsoever.
- (k) **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, exclusive of conflict of law rules.

[End of BAA]