

NAVINA MASTER SAAS AGREEMENT

This Agreement (the "**Agreement**") is entered into on the Effective Date (as defined in the first Order Form entered by the Parties), by and between Navina Inc. ("**Navina**") and the Customer (as defined in the Order Form). Navina and the Customer may be referred to individually as a "**Party**" and collectively, the "**Parties**".

- SaaS Subscription; Access and Use.** Subject to the terms and conditions of this Agreement and Customer's payment of all applicable fees, Navina hereby grants Customer a non-exclusive, non-sublicensable, non-transferable right during the Term (as defined below) to access and use Navina's cloud-based software-as-a-service platform (the "**Platform**") and any related support and deliverables provided hereunder (collectively, the "**Services**"), for Permitted Users (as defined below) for internal purposes only. Unless otherwise indicated, the term "Services" shall include any applicable Navina user's manual, instructions, knowledgebase articles, and other materials that describe the features and their functionality, or use of the Services and that are made available to Customer and any amendments thereof from time to time (the "**Documentation**"). Customer may only use the Services in accordance with the Documentation, subject to the use limitations indicated in Customer's Order Form, the Navina Products and Services Schedule (the "**Schedule**"), the Navina Business Associate Agreement (the "**BAA**"), this Agreement, and applicable laws.
- Electronic Medical Records.** The Customer acknowledges and agrees that access to Electronic Medical Records ("**EMR**") is required, which shall require permission from the EMR vendor. Customer shall be solely responsible for (i) obtaining all consents, disclosures, authorizations, and permissions of individuals, to the extent required, for Navina's access to the EMR, (ii) providing all notices, to the extent required by applicable law, regarding the use and disclosure of information for the Services and as contemplated by this Agreement; and (iii) obtaining technical access rights, as necessary for Navina to facilitate the electronic interface with the relevant EMR vendors, and Customer hereby represents and warrants that it has, and will retain during the Term, all rights necessary to grant Navina access to the EMRs for the purposes contemplated herein.
- Payment.** The provision of the Services is conditioned on Customer's payment in full of the subscription fees and any other applicable fees in accordance with the payment terms set forth in the Order Form. All fees and other amounts paid hereunder are non-refundable. Any amount not paid when due shall accrue interest at the rate of one and a half percent (1.5%) per month, or the maximum amount permitted by law, whichever is lower. Customer shall also reimburse Navina for all reasonable legal fees, collection costs, and expenses incurred in collecting such overdue amounts. All amounts payable are exclusive of sales, use, value-added, withholding, and other direct or indirect taxes, charges, levies or duties, which shall be borne by Customer.
- Permitted Users and Customer Account.** The Platform may only be used through a Customer account (each, an "**Account**"). Such Accounts may be accessed solely by Customer's employees or service providers, or by employees or service providers of Customer's Affiliated Providers (each, an "Affiliated Provider") who are explicitly authorized by Customer to use the Platform (each, a "**Permitted User**"). Customer remains responsible for each Permitted User's and each Affiliated Provider's compliance with this Agreement. Navina reserves the right to audit Customer's use of the Platform to ensure compliance with the Order Form and this Agreement. "**Affiliated Provider**" means any provider group, medical practice, clinic, Accountable Care Organization, clinically integrated network, management services organization, or other healthcare entity (i) to which Customer provides services, or (ii) which has otherwise permitted or authorized Customer to purchase or obtain the Services on its behalf, and that is authorized by the Customer to access and use the

Services in accordance with this Agreement. Each individual within an Affiliated Provider who accesses the Services shall be deemed a Permitted User under the Customer's Account.

Customer will ensure that the Permitted Users keep the Account login details secure at all times and comply with the terms of this Agreement; and Customer will be fully liable and responsible for any breach of this Agreement by a Permitted User. Unauthorized access or use of the Account or the Platform must be immediately reported to Navina.

5. **Prohibited Uses.** Except as specifically permitted herein, without the prior written consent of Navina, Customer must not, and shall not allow any Permitted User or any third party to, directly or indirectly: (i) copy, modify, create derivative works of or distribute any part of the Platform (including by incorporation into its products); (ii) sell, license (or sub-license), lease, assign, transfer, pledge, or share Customer's rights under this Agreement with any third party; (iii) use any "open source" or "copyleft software" in a manner that would require Navina to disclose the source code of the Platform to any third party; (iv) disclose the results of any testing, use or benchmarking of the Platform to any third party; (v) disassemble, decompile, reverse engineer or attempt to discover the Platform's source code or underlying algorithms; (vi) use the Platform in a manner that violates or infringes any rights of any third party, including but not limited to, privacy rights, publicity rights or intellectual property rights; (vii) remove or alter any trademarks or other proprietary notices related to the Platform; (viii) circumvent, disable or otherwise interfere with security-related features of the Platform or features that enforce use limitations; (ix) export, make available or use the Platform in any manner prohibited by applicable laws (including without limitation export control laws); (x) use the Platform in a manner that violates any applicable law, including the Health Insurance Portability and Accountability Act ("**HIPAA**") or applicable state health information privacy laws, and/or (xi) transmit any malicious code (e.g., software viruses, Trojan horses, worms, malware or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system) or other unlawful material in connection with Navina's product or Services.

6. **Customer Data, Analytics Information, De-Identified Data.**

6.1. As Navina operates the Services, Navina may process data that Customer will upload to the Platform and/or that may be collected as a result of Customer's use of the Services, regarding the Customer, Affiliated Providers, Permitted Users and Members (as defined in the Schedule) (the "**Customer Data**"). As between Navina and Customer, Customer is the exclusive owner of the Customer Data. Subject to the terms and conditions of this Agreement, Customer grants to Navina a non-exclusive, non-transferable, non-sublicensable, worldwide license to use the Customer Data for the purpose of providing the Services, including the right to store, process, display, use and generally make the Customer Data available through the internet and the Services in order to provide the Services to Customer in accordance with this Agreement.

6.2. Customer represents and warrants that to the extent the Customer Data includes any personally identifiable information ("**PII**") or Protected Health Information, as defined in HIPAA ("**PHI**"), Customer has (a) obtained all required consents, authorizations and permissions to share such PII and PHI with Navina and for Navina to use and disclose the Customer Data to perform the Services and as described in or contemplated by this Agreement, and (b) complied with, and will comply with, applicable privacy laws (including but not limited to HIPAA) in connection with providing such PII and/or PHI to Navina for such purposes. Customer shall defend, hold harmless and indemnify Navina (including, without limitation, its affiliates, employees, officers, directors, contractors and agents) from and against any and all losses, penalties, fines,

damages, liabilities, settlements, costs and expenses, including reasonable attorneys' fees, as a result of Customer's breach or failure to meet its above representations and warranties.

- 6.3. Customer acknowledges that Navina may be required to disclose the Customer Data: (a) to comply with applicable law, regulation, legal proceedings, subpoena or governmental request; or (b) to collect, hold and/or process the Customer Data through Navina's authorized third party service providers. Subject to Customer's right to request deletion of Customer Data upon termination as set forth in Section 16, Navina may store Customer Data for the period Navina views as necessary, or as required under applicable law.
- 6.4. Any information which is derived from the use of the Services (e.g., usage metadata, aggregated, and/or analytics information which is not PII or PHI ("**Analytics Information**") is not considered Customer Data, and may be used by Navina for any purpose, including but not limited to providing the Services, to maintain, secure, support, improve, and develop Navina's products and services, including by machine learning and algorithm model training, and for marketing, statistical, or research purposes. For the removal of doubt, Navina will be the exclusive owner of the Analytics Information and can use and disclose Analytics Information for any lawful purpose. To the extent disclosed by Navina, such Analytics Information shall not identify Customer.
- 6.5. Navina may de-identify PHI and/or PII included in Customer Data in accordance with HIPAA (including the de-identification standards set forth in 45 C.F.R. § 164.514(b)) and Navina may use and disclose the de-identified data for any purpose, including, but not limited to, securing, supporting, improving, and developing Navina's products and services, and maintenance, marketing, statistical or research purposes, and algorithm model training. Navina is the exclusive owner of such de-identified data, including any improvements, modifications and derivatives therefrom, and can use and disclose such data for any lawful purpose.
7. **Mutual Warranties.** Each Party represents and warrants that (a) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation; (b) it has full power and authority to enter into this Agreement and to perform its obligations hereunder; (c) this Agreement has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of such Party; and (d) the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate any applicable law. Each Party represents and warrants that it will comply with all applicable anti-bribery and anti-corruption laws in connection with its performance under this Agreement and will not offer, promise, authorize, solicit or accept any improper payment, benefit or thing of value in connection with this Agreement.
8. **Intellectual Property Rights.** As between the Parties, Navina is and shall remain the sole owner of (i) all right, title, and interest, including any intellectual property rights related to the Services, including the Platform and Documentation, and any and all improvements and derivative works, including Analytics Information and de-identified data, and (ii) any know-how, including methods, logic, techniques, processes, or technologies embodied in or relating to the Platform, including any of the foregoing that was created and/or developed during or prior to the provision of the Services, as well as any improvements or derivatives thereof. This Agreement does not convey to Customer any right or interest in or to the Platform other than a limited subscription right expressly granted under Section 1. Nothing herein constitutes a waiver of Navina's intellectual property rights under any law. If prior or during the Term (as defined below), Navina receives any feedback (e.g., questions, comments, suggestions or the like) regarding any of the Services or the Platform (collectively, "**Feedback**"), all rights, including intellectual property rights in such Feedback shall belong exclusively to Navina and such shall be considered Navina's Confidential Information. Customer

hereby irrevocably and unconditionally assigns to Navina on behalf of its affiliates, personnel, and Affiliated Providers, any intellectual property rights it has in such Feedback and waives any and all moral rights that Customer may have in respect thereto. Navina is free to use such Feedback in its sole discretion.

9. **Third Party Components.** The Platform may use or include third party software, files, libraries or components that are subject to third party open source license terms. A list of such components will be provided on demand and may be updated from time to time. Requests of open source code of applicable third party components may be forwarded to: contact@navina.ai.
10. **Publicity.** Customer permits Navina to use its name and logo to state factually that it is a customer on its website, promotional materials, customer list, and in any marketing material or publicity.
11. **Confidentiality.** Each Party may have access to certain non-public and/or proprietary information of the other Party, including without limitation trade secrets and other information related to the products, software, technology, or business of the other Party, and any other information that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Confidential Information**"). Navina's Confidential Information shall include the terms of this Agreement, and its attachments (including the Order Form). Each Party shall take reasonable measures, at least as protective as those taken to protect its own Confidential Information, but in no event less than reasonable care, to protect the other Party's Confidential Information from disclosure to a third party. Neither Party shall use or disclose the Confidential Information of the other Party except as expressly permitted under this Agreement or by applicable law. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing Party. Notwithstanding the foregoing, Confidential Information shall not include information that: (a) is or becomes publicly available through no breach of this Agreement by the receiving Party; (b) was rightfully known to the receiving Party prior to disclosure without restriction; (c) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information; or (d) is received from a third party without restriction on disclosure.
12. **LIMITED WARRANTIES.** THE SERVICES ARE PROVIDED SOLELY AS A DECISION SUPPORT TOOL. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL DECISIONS, ACTS, OR OMISSIONS TAKEN OR MADE, OR NOT TAKEN OR NOT MADE, IN RELIANCE ON THE SERVICES. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND ANY REPORTS GENERATED AS A RESULT OF THE SERVICES (THE "**REPORTS**") ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NAVINA DOES NOT WARRANT THAT THE SERVICES AND/OR THE REPORTS WILL MEET CUSTOMER'S REQUIREMENTS AND DOES NOT WARRANT THAT THE SERVICES AND/OR THE REPORTS WILL BE UNINTERRUPTED, ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. NAVINA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NAVINA DOES NOT VERIFY ANY CUSTOMER DATA WHICH IS PROVIDED TO IT AND NAVINA EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE CUSTOMER DATA IS ACCURATE, CURRENT OR COMPLETE. THE SERVICES MAY DERIVE INFORMATION FROM THIRD PARTIES, AND NAVINA DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY THIRD-PARTY INFORMATION, WHICH MAY CONTAIN ERRORS OR OMISSIONS. CUSTOMER IS SOLELY RESPONSIBLE FOR VERIFYING ALL CUSTOMER DATA AND IS FULLY RESPONSIBLE FOR ANY DAMAGE OR CLAIM IN CONNECTION WITH CUSTOMER DATA OR THE ACCURACY THEREOF. WITHOUT LIMITING THE FOREGOING: NAVINA DOES NOT DETERMINE, CONFIRM OR VALIDATE ANY DIAGNOSIS CODE; NAVINA MAKES NO REPRESENTATION OR WARRANTY AS TO ANY RISK SCORE, RAF VALUE, REIMBURSEMENT OUTCOME OR QUALITY OUTCOME; AND NO FEE PAYABLE TO NAVINA IS CALCULATED BY REFERENCE TO DIAGNOSES CAPTURED, RISK SCORES ACHIEVED OR REIMBURSEMENT RECEIVED.

CUSTOMER AND ITS PROVIDERS RETAIN SOLE RESPONSIBILITY FOR ALL CLINICAL, DIAGNOSTIC, DOCUMENTATION, CODING AND SUBMISSION DECISIONS.

13. **LIMITATION OF LIABILITY.** NAVINA SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY LOSS OF REVENUE, REPUTATION, OR PROFITS, DATA LOSS, OR DATA USE.

NAVINA'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO NAVINA IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS AGREEMENT WILL BE CONSTRUED AS LIMITING NAVINA'S LIABILITY TO THE EXTENT ARISING FROM NAVINA'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

14. **Indemnification.** Navina agrees to defend, at its expense, any third party action or suit brought against Customer alleging that the Platform, when used as permitted under this Agreement, infringes intellectual property rights of a third party ("**IP Infringement Claim**"); and Navina will pay any damages agreed in a settlement or awarded in a final judgment against Customer that are attributable to any such claim, provided that (i) Customer promptly notifies Navina in writing of such claim; and (ii) Customer grants Navina the authority to solely handle the defense and/or settlement of any such claim and (iii) provides Navina with all reasonable information and assistance, at Navina's expense. Navina will not be bound by any settlement that Customer enters into without Navina's prior written consent. Navina will not, without Customer's written consent, which shall not be unreasonably withheld, conditioned, or delayed, agree to any settlement which makes any admission on behalf of Customer.

If the Platform becomes, or in Navina's opinion is likely to become, the subject of an IP Infringement Claim, then Navina may, at its sole discretion: (a) procure for Customer the right to continue using the Platform; (b) replace or modify the Platform to avoid the IP Infringement Claim; or (c) if options (a) and (b) are not, in Navina's view, commercially reasonable, then Navina may terminate this Agreement and in such event accept return of the affected Platform and provide a pro-rata refund for any amount pre-paid by Customer for such returned Platform for the remaining unused period of the Term. Notwithstanding the foregoing, Navina shall have no responsibility for IP Infringement Claims resulting from or based on: (i) modifications to the Platform made by a party other than Navina or its designee; (ii) Customer's failure to implement software updates provided by Navina specifically to avoid infringement; or (iii) a combination or use of the Platform with equipment, devices or software not supplied or authorized by Navina or not in accordance with the Documentation. This Section states Navina's entire liability, and Customer's exclusive remedy, for claims of alleged or actual infringement.

15. **Support.** Navina shall make commercially reasonable efforts to ensure that Customer's access to the Services hereunder will be accessible and functional on a continuous basis in accordance with Navina's then-current Service Level Agreement, as amended, updated, or replaced by Navina from time to time. Notwithstanding the above, Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Navina or by third-party providers, or because of other causes beyond Navina's reasonable control. Navina shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service

disruption. The Customer will provide all information and access to its resources as Navina may reasonably require in order to provide technical support.

16. **Term and Termination.** This Agreement shall enter into force and effect on the Effective Date and shall remain in full force and effect for the term stated in the Order Form, after which this Agreement shall automatically renew for additional one-year terms (the “**Term**”). Either Party may terminate the Agreement: (i) at the end of the Term by providing at least 90 days prior written notice to the other Party before the auto-renewal of the Term, of its intention not to renew the Term; or (ii) with immediate effect if the other Party materially breaches this Agreement and such breach remains uncured thirty (30) days after having received written notice detailing the nature of the material breach. Upon termination or expiration of this Agreement: (i) the Services access granted to Customer under this Agreement shall expire, and Customer shall discontinue any further use and access thereof; (ii) Customer shall immediately delete and dispose of all copies of the Documentation; (iii) any sums paid by Customer until the date of termination are non-refundable, and Customer shall not be relieved of its duty to pay in full all due sums owed by Customer to Navina under this Agreement until the date of termination or expiration hereof; and (iv) Navina shall, upon written request by Customer received within 60 days following termination or expiration, permanently delete all Customer Data in its possession, subject to any applicable law or regulation requiring retention. The provisions of this Agreement that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement shall so survive including without limitation Sections 3 (Payment) (to the extent amounts are still due), 5 (Prohibited Uses), 6 (Customer Data, Analytics Information, De-Identified Data), 8 (Intellectual Property Rights), 11 (Confidentiality), 12 (Limited Warranties), 13 (Limitation of Liability), 14 (Indemnification), 16 (Term and Termination), and 17 (Miscellaneous). The termination of this Agreement shall not limit Navina from pursuing any other remedies available to it under applicable law.
17. **Miscellaneous.** This Agreement – including the BAA, the Schedule, the Navina Service Level Agreement, Order Forms, and any exhibits attached or referred hereto – represents the complete agreement concerning the subject matter hereof and may be amended only by a written agreement executed by both Parties. All notices under this Agreement shall be in writing. Notices to Navina shall be sent to the address set forth in the applicable Order Form, with a copy to legal@navina.ai. Notices to Customer shall be sent to the address set forth in the applicable Order Form. Notices shall be effective: (i) upon personal delivery; (ii) one (1) business day after deposit with a nationally recognized overnight courier; or (iii) upon sending by email to an email address provided by the receiving Party, provided no delivery failure notification is received by the sender within 24 hours of transmission. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of a breach shall not be deemed a waiver by that Party of future breaches. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and shall not affect the enforceability of the other provisions of this Agreement. Any use of the Platform by an agency, department, or other entity of the United States government shall be governed solely by the terms of this Agreement. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, provided that Navina may assign this Agreement to the successor of all or substantially all of such Party's assets or business (including by a merger or acquisition). This Agreement shall be governed by and construed under the laws of the State of New York, without reference to principles and laws relating to the conflict of laws. The competent courts of New York, New York shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Agreement. This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. Navina will not be liable for any delay or failure to provide the Services resulting from circumstances or causes beyond its reasonable control, including but not

limited to acts of God, natural disasters, labor disputes, government actions, power or internet failures, or other events outside Navina's reasonable control (force majeure). This Agreement may be executed in electronic counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same agreement.

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