ACCEPTABLE USE POLICY

This AcuityMD acceptable use policy ("AUP") sets forth certain restrictions relating to use of the AcuityMD Services, Company Data or any other AcuityMD products by Customer or Users under Customer's agreement with AcuityMD ("Agreement"). Any capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

In its access and use of the Services, Company Data, or any other AcuityMD products, Customer agrees that it shall not, and shall not permit its users or other third parties, to:

a. directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any Software, documentation or data related to the Services;

b. transfer or allow access to the Services or Company Data to any third party without the Company's prior written consent;

c. use, reproduce, or incorporate any Company Data, outputs, or proprietary information to train, fine-tune, develop, or improve any artificial intelligence, machine learning, or large language model (LLM) systems, tools, or algorithms without the prior written consent of the Company; nor may Customer input, submit, transmit, or otherwise provide any Company Data, outputs, or proprietary information into or through any public or private large language model (LLM) tool or artificial intelligence system, including but not limited to generative AI tools or AI-powered assistants, regardless of whether such tools are hosted internally or by a third party, unless Customer has configured such tools to expressly prohibit the use of any inputted data, including Company Data, for the purpose of training, fine-tuning, or otherwise improving such LLM or artificial intelligence system's models. Customer agrees that it shall not use any free or unpaid tier of any LLM or artificial intelligence tool or service with Company Data unless Customer has confirmed that such tier is configured to prohibit training on input data. Customer shall maintain and, upon request, provide Company with reasonable documentation or confirmation evidencing such configuration. Customer shall not, directly or indirectly, use any automated, programmatic, or AI-assisted means to access, extract, scrape, harvest, copy, or otherwise obtain Company Data or any portion thereof from the Platform, including without limitation through the use of automated browsers, bots, scripts, crawlers, agents, AI-powered tools, or any other automated or semi-automated mechanism. For the avoidance of doubt, the prohibition in this section applies regardless of the technical method employed, including any method that replicates, reconstructs, or aggregates Company Data through repeated queries, screen capture, reverse engineering, AI-assisted reading or summarization, or any other means that circumvents the Platform's intended use.

d. violate any applicable laws in its provision of Customer Data or its use of the Services, including, but not limited to use of Company Data;

e. modify, translate, or create derivative works based on the Company Data, Services or any Software (except to the extent expressly permitted by Company or authorized within the Services);

f. use the Services, Company Data, or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels from the Services, Company Data or any Software;

g. interfere with or disrupt the integrity of the Services and/or the data therein or attempt to gain unauthorized access to the Services or its related systems;

h. directly or indirectly, use or allow automated systems, software, artificial intelligence, or any other tool to extract data from, access, or otherwise interact with the Services, Company Data, or Software without Company's express written consent;

i. use the Services to store or transmit: (i) infringing, libelous, or otherwise unlawful or tortious material; (ii) material in violation of third-party privacy rights; or (iii) malicious code or viruses;

j. make any attempt to identify any individual who may or may not be represented in any Company Data within the Service or otherwise provided by Company, including any individual who has been de-identified in the Company Data, or to derive, reconstruct, or approximate any suppressed or obfuscated values within the Company Data, including through the use of multiple datasets, residual calculations, or aggregation techniques;

k. perform any benchmarking against any products or services competitive to AcuityMD or any other competitive purpose;

l. link Company Data to any other patient-identifiable or de-identified source of information that may cause any individual to be intentionally or unintentionally identified; and

AcuityMD may change this AUP from time to time and such changes will be effective when posted. Customer's continued use of the Services, Company Data or any other AcuityMD products following the posting of any changes constitutes acceptance of the updated AUP. AcuityMD may remove any Customer Data or suspend or terminate Customer's access to and use of the Service, Company Data or any AcuityMD offering for any violation of this AUP.