Terms of Service & Business Associate Addendum (BAA)

Version 2026.01.07-A (Effective 2026-01-07)

VISCERA TERMS OF SERVICE

This Agreement was last updated on **January 7, 2026**.

These Viscera Terms of Service ("**Terms of Service**", together with any Order Forms, attachments and exhibits, collectively the "**Agreement**"), form an agreement between the customer (such customer, the "**Customer**") accessing, downloading, installing or otherwise using the Viscera Solution and Viscera Health Inc. ("**Viscera**"), the supplier of the Viscera Solution. This Agreement is effective on the date Customer first accesses or uses any part of the Viscera Solution, or otherwise agrees to be bound by this Agreement, whichever occurs first. Viscera and Customer will be referred to together as the "**Parties**" and each a "**Party**". This Agreement sets forth the terms and conditions that govern the provision and use of the Viscera Solution.

1. Definitions

Capitalized terms used in this Agreement have the meaning ascribed to them herein or in this Section 1 as follows:

(a) "**BAA**" means the business associate addendum entered into between Viscera and Customer.

(b) **"Continuation Term"** means a **Renewal Term**.

(c) "**Customer Data**" means any data (other than Aggregated and De-identified Data), information, content, records, and files that Customer or any of its users loads or enters into, transmits to, or makes available to the Viscera Solution, including Personal Information provided by Customer or its users.

(d) "**Initial Term**" has the meaning set out in the Order Form.

(e) "**Order Form**" means any Viscera-provided ordering document, online registration, Stripe (or other payment processor) checkout or payment link purchase flow, order description, or order confirmation referencing these Terms of Service.

(f) "**Term**" means the Initial Term and any Renewal Term.

(g) **"Third Party Hardware"** means, to the extent applicable, third-party manufactured hardware (e.g., tablets, microphones, accessories) that Viscera provides to Customer for use with the Viscera Solution under an Order Form. Third Party Hardware is provided for use during the Term and is not sold to Customer unless an Order Form expressly states otherwise.

(h) "**Viscera Solution**" means "Viscera's Evidence Platform", as may be further described in an Order Form. "Viscera's Evidence Platform" is Viscera's software

platform built around an **evidence layer** - a persistent, time-stamped, source-linked record of encounter inputs and outputs - that (a) assists with **documentation capture** via ambient/active listening; (b) supports **coding review and revenue-cycle workflows**; and (c) assembles encounter artifacts for future **denial-defense**.

2. The Viscera Solution

(a) Provisioning of the Viscera Solution. Viscera will make the Viscera Solution available to Customer.

(b) Restrictions on Use. Customer will not itself, and will not permit others to: (i) sub-license, sell, rent, lend, lease or distribute the Viscera Solution or any intellectual property rights therein, ...or otherwise permit access to or use of the Viscera Solution by anyone other than Customer's Authorized Users; (ii) use or access the Viscera Solution: (A) in a manner that threatens the security or functionality of the Viscera Solution; or (B) for any purpose or in any manner not expressly permitted in this Agreement; (iii) use or access the Viscera Solution to create, collect, transmit, store, use or otherwise process any Customer Data that: (A) Customer does not have the lawful right to create, collect, transmit, store, use or otherwise process; (B) violates any applicable laws, or infringes, violates or otherwise misappropriates the intellectual property rights or other rights of any third party (including any moral right, privacy right or right of publicity); or (C) contains any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data; (iv) copy or modify the Viscera Solution; (v) reverse engineer, de-compile or disassemble the Viscera Solution or any part of them; (vi) access or use the Viscera Solution for purposes of benchmarking or competitive analysis of such Viscera Solution; (vii) remove or obscure any proprietary notices or labels on the Viscera Solution, including brand, copyright, trademark and patent or patent pending notices; or (viii) perform any vulnerability, penetration or similar testing of the Viscera Solution. "Authorized Users" means Customer's employees, contractors, and agents authorized by Customer to access and use the Viscera Solution solely for Customer's internal business operations and subject to this Agreement.

(c) Suspension of Access; Scheduled Downtime; Modifications. Viscera may from time to time and in its discretion, without limiting any of its other rights or remedies at law or in equity, under this Agreement suspend Customer's access to or use of the Viscera Solution or any component of them: (i) for scheduled maintenance or to address security concerns; (ii) if Viscera believes in good faith that Customer or any of its users has violated any provision of this Agreement; or (iii) if required to do so by a governmental or regulatory authority.

(d) Subcontracting. Viscera may engage third parties to provide the Viscera Solution or any part of it. Viscera will remain responsible for all acts and omissions of such third parties which it has subcontracted to provide the Viscera Solution.

(e) Professional Services. Viscera will perform the Professional Services as may be set out in an applicable Order Form, in accordance with the Fees set out in such Order Form.

(f) Third Party Hardware. The Parties acknowledge and agree that: (i) Viscera is not the manufacturer of any Third Party Hardware; (ii) Third Party Hardware is required for Customer's use of the Viscera Solution as specified in the applicable Order Form; and (iii) Third Party Hardware is covered by the applicable manufacturer warranty program (e.g., AppleCare), and, during the Term, Viscera will use commercially reasonable efforts to coordinate repair or replacement of Third Party Hardware that is defective or breaks under normal use.

Title to and ownership of all Third Party Hardware will at all times remain with Viscera, and Customer receives only a limited right to use the Third Party Hardware solely in connection with the Viscera Solution during the Term. Upon expiration or termination of the applicable Order Form or this Agreement, Customer will return all Third Party Hardware to Viscera within thirty (30) days.

For repairs, replacements, and returns, upon Customer request Viscera will provide a return shipping box and instructions within three (3) business days. Customer will reasonably cooperate with Viscera's return and warranty processes. If Customer fails to return Third Party Hardware as required, Viscera may invoice Customer for the replacement value (and any reasonable recovery costs).

3. Reservation of Rights

(a) Customer retains all right, title and interest in and to Customer Data, including any intellectual property rights in Customer Data.

(b) Customer grants Viscera a non-exclusive, worldwide, royalty-free license during the Term (and through its permitted subcontractors and service providers) to access, host, process, transmit, and display Customer Data solely as necessary to: (i) provide, maintain, support, and secure the Viscera Solution and perform its obligations under this Agreement; (ii) prevent or address service, security, support, or technical issues; and (iii) comply with applicable law and enforce this Agreement.

Viscera may create and use Aggregated and De-Identified Data (as defined below) derived from Customer Data to improve and develop the Viscera Solution and other Viscera offerings, and for analytics and reporting, provided that such Aggregated and De-Identified Data does not identify Customer, any individual, or Customer's patients. As between the Parties, Viscera owns all right, title, and interest in and to Aggregated and De-Identified Data. Viscera will not share Aggregated and De-Identified Data with any healthcare insurance companies or the Centers for Medicare & Medicaid Services.

To the extent Customer Data includes PHI, Viscera's use and disclosure of such PHI will be governed by the BAA, and nothing in this Section expands Viscera's rights to use or disclose PHI beyond what is permitted under the BAA and applicable law.

(c) Viscera or its licensors retain all right, title and interest, including any intellectual property rights in and to: (i) the Viscera Solution; (ii) Aggregated and De-identified Data; and (iii) any modifications, improvements, customizations, patches, bug fixes, updates, enhancements, aggregations, compilations, derivative works, translations and adaptations ("**Modifications**") to the foregoing (i) to (ii) (collectively "**Viscera Property**").

(d) To the extent that Customer or any of its users submit ideas, suggestions, documents, or proposals regarding the Viscera Solution to Viscera ("**Feedback**"), Viscera will be entitled to use, commercialize or disclose (or to choose not to use, commercialize, or disclose) such Feedback for any purpose.

4. Privacy

To the extent Customer Data includes any protected health information ("**PHI**"), Viscera will process such PHI according to the BAA.

5. Customer Responsibility for Users

Customer is responsible for identifying and authenticating all of its users and for ensuring only its users access and use the Viscera Solution, including any activities of such users and fees incurred by such users in connection with their access to and use of the Viscera Solution. Viscera reserves the right to deactivate or replace a user account if it determines that the user account may have been used for an unauthorized purpose.

6. Support

Customer will generally have access to Viscera's technical support: (a) from 9:00 am ET to 5:00 pm ET each Monday to Friday (excluding statutory and civic holidays observed in Ontario, Canada); and (b) via email at support@viscerahealth.com ("**Support Services**"). Viscera may amend the Support Services from time to time in its sole discretion.

7. Service Levels

Subject to the terms hereof, Viscera will use commercially reasonable efforts to provide the Viscera Solution, including using good faith efforts to make available the Viscera Solution with a targeted uptime of 99% per month.

8. Fees and Payment

(a) Fees. Customer will pay to Viscera the fees described in any Order Form (the "**Fees**"). If Customer's use of the Viscera Solution exceeds the service capacity set forth on an Order Form or otherwise requires the payment of additional fees (pursuant to the terms of this Agreement), Customer will be billed for such usage and Customer will pay the additional fees in accordance with Viscera's standard rates. Viscera may increase the Fees for any Renewal Term by giving Customer at least sixty (60) days' prior written notice. If Viscera gives notice of a Fee increase less than sixty (60) days before the start of the applicable Renewal Term, then, notwithstanding anything to the contrary in this Agreement, Customer may provide notice of non-renewal at any time up to fifteen (15) days after receiving the Fee-increase notice.

(b) Invoicing. Unless otherwise expressly set out in the applicable Order Form or invoice, subscription Fees are billed in advance on the billing interval selected in the Order Form (e.g., monthly) and are due at the start of each billing period. Hardware and other one-time Fees are due within thirty (30) calendar days of the invoice date. If Customer believes Viscera has charged or invoiced Customer incorrectly, Customer must contact

Viscera no later than twenty (20) days after having been charged by Viscera or receiving such invoice in which the error or problem appeared in order to request an adjustment or credit.

(c) Automatic Payments; Payment Processor. Customer authorizes Viscera (directly or through its payment processor) to charge Customer's selected payment method for all Fees when due, including recurring subscription Fees, applicable taxes, and any agreed one-time Fees. Customer is responsible for maintaining current, accurate billing and payment information. If a charge is declined or cannot be processed, Viscera may re-attempt the charge and/or suspend access to the Viscera Solution until all past-due amounts are paid.

(d) Late Payment. Customer may not withhold or setoff any amounts due under this Agreement. Any late payment will be increased by the costs of collection (if any) and will incur interest at the rate of one and a half percent (1.5%) compounded monthly (19.56% annually), or the maximum legal rate (if less), plus all expenses of collection, until fully paid.

(e) Taxes. The Fees do not include applicable sales, use, gross receipts, value-added, personal property or other taxes.

9. Confidential Information

(a) For purposes of this Agreement, a Party receiving Confidential Information (as defined below) will be the "**Recipient**" and the Party disclosing such information will be the "**Discloser**" and "**Confidential Information**" means any and all information of Discloser disclosed by Discloser to Recipient or otherwise coming into the possession of Recipient during the Term that is marked as "confidential" or "proprietary" or that a reasonable person would understand to be confidential or proprietary; provided that Discloser's Confidential Information does not include, with the exception of personal information: (i) information already known or independently developed by Recipient outside the scope of this relationship by personnel not having access to any of Discloser's Confidential Information; (ii) information that is publicly available through no wrongful act of Recipient; or (iii) information received by Recipient from a third party who was free to disclose it without confidentiality obligations.

(b) Recipient hereby agrees that during the Term and at all times thereafter it will not: (i) disclose such Confidential Information of Discloser to any person, except to its own personnel, affiliates or contractors having a "need to know" and that have entered into a written agreement no less protective than the confidentiality obligations herein, and to such other Recipients as Discloser may approve in writing; (ii) use Confidential Information of Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of Discloser any proprietary legend. Recipient will be deemed to have discharged its confidentiality obligations under this Section 9 if Recipient uses the same degree of care in safeguarding the Confidential Information of Discloser as it uses in protecting its own confidential information of a similar nature from unauthorized disclosure. Upon the earlier of: (A) Discloser's written request; and (B) the termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient will return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its

possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may retain a copy of any Confidential Information of Discloser for the sole purpose of and to the extent necessary for it to comply with applicable legal or regulatory requirements.

(c) Notwithstanding Section 9(b), Recipient may disclose Discloser's Confidential Information: (i) to the extent that such disclosure is required by applicable law or by the order of a court or similar judicial or administrative body, provided that Recipient promptly notifies Discloser in writing of such required disclosure and cooperates with Discloser to seek an appropriate protective order; (ii) to its accountants, auditors, legal counsel and other professional advisors with an express duty of confidence if and to the extent such persons need to know such Confidential Information in order to provide applicable professional advisory services; or (iii) to its potential assignees, acquirers or successors that have entered into a written agreement no less protective than the confidentiality obligations herein if and to the extent such persons need to know such Confidential Information in connection with a potential sale, merger, amalgamation or other corporate transaction involving the business or assets of the Recipient.

10. Limited Warranty; Malware

During the applicable subscription term, when used in accordance with this Agreement, the Viscera Solution will materially perform the subscription services described in the applicable Order Form. Viscera further represents that it will not intentionally introduce malicious code into the Viscera Solution.

11. Process & Exclusive Remedy; Disclaimer

If the Viscera Solution materially fails the limited warranty in Section 10 (including the malware representation) and Customer (i) provides written notice within thirty (30) days after discovery describing the non-conformity with reasonable detail, and (ii) is using the then-current generally available version and has implemented Viscera's reasonable configuration guidance, Viscera will use commercially reasonable efforts to correct the non-conformity or provide a reasonable workaround. If Viscera is unable to do so within sixty (60) days after notice (or such longer period as is reasonable under the circumstances), Customer may terminate the affected subscription and receive a pro-rated refund of prepaid Fees for the unused portion of that subscription from the effective date of termination. This Section 11 states Customer's sole and exclusive remedy for breach of the limited warranty in Section 10.

The Viscera Solution may present third-party clinical, coding, or billing references for administrative decision-support only; such references may be incomplete, time-lagged, or superseded. Viscera does not warrant the accuracy, completeness, or currentness of any third-party content, and Customer is responsible for verifying applicability against official sources. Any representation or warranty concerning any third-party technology is strictly between Customer and the applicable third party.

Except as expressly provided in Sections 10 and this Section 11, Viscera does not warrant that the Viscera Solution will be uninterrupted or error-free or that all errors can or will be corrected, and does not warrant any particular business or clinical outcome. The Viscera Solution (or any part of

it), and any other products and services provided by Viscera to Customer are provided "as is" and "as available".

To the extent permitted by applicable law, Viscera hereby disclaims all express, implied, collateral, or statutory warranties, representations, and conditions, whether written or oral, including any implied warranties or conditions of merchantability, merchantable quality, compatibility, title, reliability, completeness, quiet enjoyment, accuracy, quality, integration, or fitness for a particular purpose or use, or any warranties or conditions arising out of course of dealing or usage of trade. Without limiting the foregoing, outputs generated by the Viscera Solution are not intended for diagnosis or clinical decision-making and must not be used as a substitute for professional judgment. The Viscera Solution is designed to assist with administrative and operational workflows, including documentation capture, coding review, and denial-defense support, and outputs may contain errors or omissions. Customer remains responsible for clinical care and for validating documentation and coding prior to submission. The Viscera Solution is not a health service and is not a medical device. Viscera may make improvements to the Viscera Solution from time to time.

12. Indemnities

(a) **Viscera Indemnity**.

(i) Viscera will indemnify, defend, and hold harmless Customer and its officers, directors, employees, and agents (each, a "**Customer Indemnitee**") from and against any and all losses incurred by a Customer Indemnitee arising out of or relating to any claims by a third party (other than an affiliate or a Customer Indemnitee) that arise from or relate to any allegation that the Viscera Solution infringes any third-party intellectual property right in Canada or the USA. The foregoing obligation does not apply to any claims or losses arising out of or relating to any: (A) incorporation of the Viscera Solution into, or any combination, operation, or use of the Viscera Solution with, any products or services not provided or authorized by Viscera; (B) Modification of the Viscera Solution other than by Viscera or with Viscera's express written approval; (C) unauthorized use of the Viscera Solution; or (D) losses covered by the Customer's indemnity obligations in Section 12(b). THIS SECTION 12(a) IS VISCERA'S SOLE AND EXCLUSIVE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

(ii) If the Viscera Solution is, or in Viscera's opinion is likely to be, claimed to infringe, misappropriate, or otherwise violate any third party intellectual property right, or if Customer's use of any Viscera Solution is enjoined or threatened to be enjoined, Viscera may, at its option and sole cost and expense: (A) obtain the right for Customer to continue to use the affected Viscera Solution materially as contemplated by this Agreement; (B) Modify or replace the Viscera Solution, in whole or in part, to seek to make the Viscera Solution (as so Modified or replaced) non-infringing, in which case such Modifications or replacements will constitute the Viscera Solution under this Agreement; or (C) if Viscera

determines that neither of the foregoing two options are reasonably available, then this Agreement may be terminated by Viscera and Viscera's sole liability, in addition to the indemnification obligations herein, will be to refund prepaid unused Fees attributable to the Viscera Solution that were to be provided after the effective date of termination. THE FOREGOING IS IN LIEU OF ANY REPRESENTATION, COVENANTS OR WARRANTIES OF NONINFRINGEMENT, WHICH ARE DISCLAIMED.

(b) **Customer Indemnity**. Customer will defend, indemnify and hold harmless Viscera, its affiliates, subsidiaries and each of their respective directors, officers, employees, subcontractors and other representatives (each, a "**Viscera Indemnitee**") from and against any and all losses incurred by a Viscera Indemnitee arising out of or relating to any claim by a third party (other than an affiliate of a Viscera Indemnitee) that arise from or relate to: (i) Customer Data; (ii) unauthorized use of the Viscera Solution by Customer or any of its users; (iii) Customer's business including any health service that Customer provides to any patient, including any action or omission in the course of providing health services to any patient; (iv) any personal injury, illness, bodily harm or death relating to health services provided by Customer or its personnel; (v) Customer's breach of Sections 2(b) (Restrictions on Use) or 15(d) (Export Restrictions); (vi) Customer's gross negligence, willful misconduct or fraud; or (vii) use of the Viscera Solution (or any part of it) by Customer or any of its users in combination with any third party software, application or service.

13. Limitation of Liabilities

(a) Subject to Section 13(c), each Party's liability, if any, to the other Party arising out of or in any way related to this Agreement or the performance of its duties and obligations hereunder will in total be limited to an amount not to exceed the amount of Fees paid or payable by Customer for the Viscera Solution in the 12 month period immediately preceding the event giving rise to the claim. For greater certainty, the existence of one or more claims under this Agreement will not increase this maximum liability amount.

(b) Subject to Section 13(c), in no event will either Party have any liability at any time for any indirect, special, incidental or consequential damages, even if advised of the possibility of such damages.

(c) Sections 13(a) and 13(b) will not limit either Party's obligations or liability under Sections 12(a) or 12(b), Customer's payment obligations or either Party's breach of Section 9 (Confidential Information).

14. Term and Termination

(a) **Term**. The term of this Agreement is coterminous with the Term of the Order Form. Unless otherwise terminated as set forth below, each Order Form will continue to be in effect for the Initial Term and will automatically renew for successive Renewal Terms (each, a 'Continuation Term' for purposes of any applicable Order Form), unless either Party provides the other Party with written notice of non-renewal at least thirty (30) days prior to the expiration of the Initial Term or then-current Renewal Term**.** If an Order Form does not specify a renewal term length, the Renewal Term will be twelve (12) months.

(b) **Termination for Cause.** Either Party may terminate this Agreement, by giving to the other Party written notice of termination upon the occurrence of any of the following events: (i) the other Party breaches or defaults on any of the material terms or conditions of this Agreement and fails to cure such breach or default within 30 days of receipt of written notice thereof; except that, in the event of any breach that is incapable of being cured, such termination will be effective immediately; (ii) the other Party makes any assignment for the benefit of creditors or is unable to pay its debts as they mature in the ordinary course of business; or (iii) any proceedings are instituted by or against the other Party under any insolvency laws or for reorganization, receivership or dissolution.

Effect of Termination. Upon the effective date of the expiration or termination of this Agreement, all undisputed Fees that have accrued and are due and payable, and any other undisputed amounts then due to Viscera, are immediately due and must be paid by Customer to Viscera.

(i) Accrued Amounts. Only amounts then due and payable as of the effective date of expiration or termination (including any undisputed, previously issued invoices) shall be immediately due. No early-termination fees or accelerated payments apply.

(ii) Prepaid Fees. Fees billed in advance are non-refundable, except as expressly stated in this Agreement or the applicable Order Form. Where a refund is expressly provided, Customer will receive a pro-rated refund of prepaid, unused Fees for the affected module or Order Form, measured from the effective date of termination through the end of the prepaid period. One-time professional services Fees are non-refundable except to the extent prepaid for services not performed as of the effective date of expiration or termination.

(iii) Data Return & Transition. For thirty (30) days after expiration or termination of an Order Form, Viscera will make Customer's data from the affected Order Form reasonably available for self-service export at no additional charge. Any transition services beyond that window, or any bespoke export/formatting assistance, will be provided at Viscera's then-current professional services rates under a mutually agreed SOW.

(c) **Survival.** The following Sections, together with any other provision of this Agreement which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of this Agreement, will survive expiration or termination of this Agreement for any reason: Section 3 (Reservation of Rights), Section 8 (Fees and Payment), Section 9 (Confidential Information), Section 12 (Indemnities), Section 13 (Limitation of Liabilities), Section 15 (General Provisions), Section 14(c) (Effect of Termination) and this Section 14(d) (Survival).

15. General Provisions

(a) **Notices**. All notices required or permitted under this Agreement must be in writing and delivered (i) by personal delivery, (ii) by reputable overnight courier (proof of delivery requested), (iii) by certified or registered mail (return receipt requested, postage prepaid), or (iv) by email.

To Viscera:
Viscera Health, Inc.
8 The Green, #21111, Dover, DE 19901
Attn: Caitlin Starnino, Chief Customer Officer
Email: caitlin@viscerahealth.com

To Customer:
The legal notice mailing address and legal notice email specified in the applicable Order Form (or as updated under this Section).
Deemed Receipt. Notices are deemed received: (1) upon delivery if personally delivered; (2) one (1) business day after deposit with an overnight courier; (3) three (3) business days after mailing by certified/registered mail; or (4) for email, when sent without hard bounce to the legal notice email above; provided that for email notices of breach, termination, indemnification, or legal claim, the sending Party will either request a non-automated acknowledgment or send a same-day copy by another permitted method.

Operational/Service Communications. Routine operational or service-related communications (including account notices, service status, and fee-change notices) may be sent to Customer's Admin Contact identified in the Order Form and will be effective upon sending; such communications are not "legal notices" unless expressly stated as such.

Updates. Either Party may update its notice addresses or notice emails by providing notice under this Section (including by email). Website postings alone will not change legal notice details.

(b) **Assignment**. Customer will not assign or transfer this Agreement, or transfer or subcontract any of its rights or delegate any of its obligations under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Viscera. Any purported assignment or delegation by Customer to any third party in violation of this Section will be null and void. Viscera may assign any of its rights, or delegate any of its obligations, under this Agreement to any third party without the consent of Customer. This Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

(c) **Governing Law and Attornment**. This Agreement and any claim related thereto will be governed by and construed in accordance with the laws of the State of Delaware and the applicable federal laws of the United States of America, without regard to conflicts of law principles. The Parties will initiate any lawsuits in Wilmington, Delaware and irrevocably attorn to the exclusive personal jurisdiction and venue of the courts sitting therein. Notwithstanding the foregoing, Viscera may: (i) seek remedies to collect unpaid Fees from Customer; and (ii) seek remedies with respect to a violation of Viscera's intellectual property rights or Section 9 (Confidential Information), in any appropriate jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

(d) **Export Restrictions**. Customer will comply with all export laws and regulations under applicable laws that may apply to its access to or use of the Viscera Solution. Viscera makes no representation or warranty that the Viscera Solution may be exported without Customer first obtaining appropriate licenses or permits under applicable law, or that any such license or permit has been, will be, or can be obtained.

(e) **Construction.** Except as otherwise provided in this Agreement, the Parties' rights and remedies under this Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. The terms "include" and "including" mean, respectively, "include without limitation" and "including without limitation." The headings of sections of this Agreement are for reference purposes only and have no substantive effect. The terms "consent" or "discretion", when used in respect of a Party in this Agreement, mean the right of such Party to withhold such consent or exercise such discretion, as applicable, arbitrarily and without any implied obligation to act reasonably or explain its decision to the other Party. The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Party.

(f) **Force Majeure Event**. Neither Party will be liable for delays caused by any event or circumstances beyond that Party's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes, slowdowns, walkouts or other labor problems (other than those involving that Party's employees), Internet service failures or delays, cyberattacks, or the unavailability or Modification by third parties of telecommunications or hosting infrastructure or third party software or websites or changes in law preventing or limiting the provision of the Viscera Solution ("**Force Majeure Event**"). This Section does not apply to any of Customer's obligations under Sections 8 (Fees and Payment), 9 (Confidential Information), or 12 (Indemnities). In the event of any failure or delay caused by a Force Majeure Event, the affected Party will give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

(g) **Severability; Waiver; Entire Agreement.** Any provision of this Agreement found by a tribunal or court of competent jurisdiction to be invalid, illegal or unenforceable will be severed from this Agreement and all other provisions of this Agreement will remain in full force and effect. A waiver of any provision of this Agreement must be in writing and a waiver in one instance will not preclude enforcement of such provision on other occasions. This Agreement (including all Order Forms) constitutes the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions, and agreements between the Parties in connection with the subject matter of this Agreement and supersedes all prior or contemporaneous agreements, representations or other communications between the Parties, whether written or oral. For clarity, any terms and conditions appearing on a purchase order or similar document issued by Customer, or in Customer's procurement, invoicing, or vendor onboarding portal: (i) do not apply to the Viscera Solution; and (ii) do not override or form a part of this Agreement (including any Order Form).

(h) **Further Assurances**. Each Party will, from time to time, execute and deliver all such further documents and instruments and do all acts and things as the other Party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

(i) **Amendments; Updates**. Viscera may update or modify this Agreement (including the Terms of Service and any incorporated BAA) from time to time by posting a revised version at the Agreement URL or other location designated by Viscera and updating the "Effective Date" (or "Last Updated" date). If the changes are material, Viscera will use

commercially reasonable efforts to provide notice to Customer (e.g., by email to the billing or administrative contact or through the Viscera Solution). Unless otherwise stated in the notice, the updated Agreement will become effective on the date posted and will apply on a going-forward basis. Customer's continued access to or use of the Viscera Solution after the effective date of an updated Agreement constitutes Customer's acceptance of the updated Agreement. If Customer does not agree to an update, Customer's sole remedy is to discontinue use of the Viscera Solution and, if applicable, provide notice of non-renewal or terminate the applicable Order Form in accordance with this Agreement.

(j) **Marketing; Publicity**. Customer grants Viscera Health, Inc. ("Viscera") a non-exclusive, worldwide, royalty-free license to use Customer's name, logo, and trademarks ("Marks") solely to identify Customer as a Viscera customer on Viscera's website, customer lists, decks, and similar promotional materials, subject to Customer's reasonable brand guidelines.

Any press release, case study, testimonial, quote attribution, webinar, conference presentation, or other Customer-specific marketing content (including any audio/video/photo recordings at Customer facilities or involving Customer personnel) requires Customer's prior written approval (email sufficient), which may be granted or withheld in Customer's discretion. Viscera will not disclose Customer Confidential Information or Protected Health Information ("PHI") in any marketing materials, except as permitted by law and any applicable business associate agreement ("BAA"). Viscera may use aggregated and/or de-identified performance metrics that do not identify Customer or any individual; any use that identifies Customer requires Customer's prior written approval.

Customer may revoke Viscera's right to use its Marks in new materials upon thirty (30) days' written notice (not affecting previously created materials). Nothing in this Section requires Customer to serve as a reference or to participate in marketing activities unless separately agreed in writing.

(k) **Order of Precedence**. To the extent of a conflict between these Terms of Service and any Order Forms, the Terms of Service will prevail unless an Order Form expressly refers to the provisions of the Terms of Service of which it is intended to prevail.

Business Associate Agreement Acceptance (Covered Entities Only): *By checking the acceptance box during Stripe checkout and completing your purchase, you (on behalf of the entity purchasing the Services) agree to be bound by the Business Associate Agreement below in addition to the Terms of Service.*

BUSINESS ASSOCIATE ADDENDUM
VISCERA HEALTH

This Business Associate Addendum ("BAA") is entered into by and between (a) the entity purchasing or accessing the Services that accepts this BAA and the accompanying Services Agreement/Terms of Service through an Order Form or an online checkout process (including a Stripe payment link or checkout) (the "Covered Entity"), and (b) Viscera Health Inc. ("Business Associate"). This BAA is incorporated into and forms part of the Services Agreement/Terms of Service (the "Agreement") between Covered Entity and Business Associate. This BAA is effective as of the earlier of: (i) the effective date of the Agreement, or (ii) the date Covered Entity accepts the Agreement and this BAA through the applicable Order Form or online checkout process (the "Effective Date").

By accepting this BAA, the individual doing so represents they have authority to bind the Covered Entity.

1. RECITALS

WHEREAS, the parties have executed the Agreement whereby Business Associate provides services to Covered Entity, and Business Associate receives, has access to, creates, maintains, or transmits Protected Health Information ("PHI") and/or Electronic Protected Health Information ("ePHI") (collectively, "Protected Health Information") to provide those services;

WHEREAS, both Parties desire to comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), Subtitle D of Title XIII of Division A of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("HITECH"), and the regulations promulgated under HIPAA and HITECH, including, without limitation, the Standards for Privacy of Individually Identifiable Health Information, C.F.R. at Title 45, Parts 160 and 164 (the "Privacy Rule"), and the Standards for the Security of Electronic Protected Health Information, C.F.R. at Title 45, Parts 160 and 164 (the "Security Rule"), collectively referred to hereinafter as "HIPAA";

WHEREAS, in the performance of the Agreement, Business Associate is a Business Associate of Covered Entity under HIPAA.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

2. DEFINITIONS

Terms used but not otherwise defined in this BAA shall have the same meaning as set forth in 45 CFR Parts 160, 162, and 164, except that the terms "Protected Health Information" and "Electronic Protected Health Information" shall have the same meanings as set forth in 45 C.F.R. §160.103, limited to the information created, received, maintained, or transmitted by Business Associate in connection with the Agreement.

3. **OBLIGATIONS OF BUSINESS ASSOCIATE**

1. **Permitted Uses and Disclosures of PHI.** Business Associate may use and disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement provided that such use or disclosure would not violate HIPAA if done by the Covered Entity, unless expressly permitted as set forth below in Section 5. Business Associate agrees not to use or further disclose PHI other than as permitted or required by the Agreement, this BAA, or as required by law.
2. **Adequate Safeguards for PHI and ePHI.** Business Associate shall implement and maintain appropriate safeguards to prevent the use or disclosure of PHI in any manner other than as permitted by HIPAA, the Agreement, and this BAA. Business Associate shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information ("ePHI") that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate shall comply with the HIPAA Security Regulations, where applicable, with respect to ePHI to prevent the use or disclosure of ePHI other than as provided for by this BAA.
3. **Reporting Non-Permitted Use, Disclosure, or Breach.**
    a. Business Associate shall report to Covered Entity without unreasonable delay, but not later than ten (10) business days, following Business Associate's discovery of each use or disclosure of PHI, of which Business Associate becomes aware, that is made by Business Associate, its employees, representatives, agents, or subcontractors that is not specifically permitted by this BAA.
    b. Business Associate shall report to Covered Entity any Security Incident that results in actual unauthorized access, acquisition, use, disclosure, modification, or destruction of ePHI**,** or material interference with system operations in an information system. Unsuccessful attempts (including pings, port scans, blocked malware, or failed log-in attempts) are excluded from reporting. Business Associate shall notify Covered Entity of any successful unauthorized access without unreasonable delay and in any event within ten (10) business days of discovery.
    c. Business Associate shall report to Covered Entity a breach of Unsecured PHI without unreasonable delay, but not later than ten (10) business days following Business Associate's discovery of such breach. Such report will include the identification of each individual whose Unsecured PHI has been or is reasonably believed to have been breached and other information as requested by Covered Entity. For purposes of this obligation, "breach" shall mean the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Regulations which compromises the security or privacy of such information, as further defined in 45 CFR Section 164.402. Business Associate shall supplement its report(s) if the above information is not available at the time of the initial report and shall cooperate with Covered Entity's requests for information necessary for Covered Entity to evaluate the scope of the incident and related compliance issues.

d. All reporting hereunder shall be directed to the notice address set forth in the applicable Agreement.

4. **Availability of Internal Practices, Books, and Records to Government Agencies.** Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI, subject to attorney-client and other applicable legal privileges, available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy Regulations and Security Regulations. Business Associate shall immediately notify Covered Entity of any such requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such requests.
5. **Access to and Amendment of PHI.** Within ten (10) business days of receiving a request from Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall: (a) make the PHI specified by Covered Entity available to the individual(s) identified by Covered Entity as being entitled to access and copy that PHI; and (b) make PHI available to Covered Entity for the purpose of amendment and incorporation of such amendments into the PHI. Business Associate shall provide such access and incorporate such amendments within the time and in the manner specified by Covered Entity.
6. **Accounting of Disclosures.** Business Associate agrees to document Disclosures of PHI and information related to such Disclosures, and further, to provide such documentation to Covered Entity within ten (10) business days of Covered Entity's request, to permit Covered Entity to respond to a request by an individual for an accounting of Disclosures of PHI in accordance with 45 CFR Section 164.528 and Section 13405(c) of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health ("HITECH") Act, codified at 42 U.S.C. §17932, and any implementing regulations.
7. **Use of Subcontractors and Agents.** Business Associate may disclose PHI to a subcontractor, and may allow the subcontractor to create, receive, maintain, or transmit PHI on its behalf, provided Business Associate obtains satisfactory assurances that the subcontractor will appropriately safeguard the information. Without limiting the generality of the foregoing, Business Associate shall require each of its agents and subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this BAA and to agree to the same restrictions and conditions that apply to Business Associate with respect to the PHI. Upon request, Business Associate will provide Covered Entity details regarding any subcontractors, including the location and nature of data disclosed.
8. **Activity of Subcontractors.** Business Associate shall not be in compliance with the Privacy Regulations if Business Associate knew of a pattern of activity or practice of a subcontractor that constituted a material breach or violation of the subcontractor's obligation under the written agreement with Business Associate, unless Business Associate took reasonable steps to cure the breach or end the violation, and if such steps were unsuccessful, terminate the contract, if feasible.
9. **Agreement to Mitigate.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this BAA, and to promptly communicate to Covered Entity any actions taken pursuant to this paragraph.

10. **Business Associate Practices, Policies, and Procedures.** Business Associate's privacy and security policies and practices shall meet current standards set by applicable state and federal law for the protection of PHI including, without limitation, user authentication, data encryption, monitoring and recording of database access, internal privacy standards and a compliance plan, all designed to provide assurances that the requirements of this BAA are met.
11. **Compliance with Covered Entity Obligations.** To the extent Business Associate carries out Covered Entity's obligations under the Privacy Regulations and Security Regulations, Business Associate shall comply with the requirements of such regulations that apply to Covered Entity in the performance of such obligations.
12. **Minimum Necessary.** Business Associate shall use or disclose only the minimum amount of PHI necessary to accomplish the purposes of the use or disclosure.
13. **HITECH Act Compliance.** Business Associate will comply with the requirements of the HITECH Act, codified at 42 U.S.C. §§ 17921–17954, which are applicable to business associates, and will comply with all regulations issued by the Department of Health and Human Services (HHS) to implement these referenced statutes, as of the date by which business associates are required to comply with such statutes and HHS regulations. Further, Business Associate will comply with Section 13402 of the HITECH Act, codified at 42 U.S.C. § 17932, and will comply with all regulations issued by HHS to implement this statute, as of the date by which business associates are required to comply with such statutes and HHS regulations.
14. **Access to Records.** Business Associate shall make Business Associate's internal practices, books, and records available to the Secretary for purposes of determining the Business Associate's and Covered Entity's compliance with the HIPAA. Nothing in this Section 3.14 waives any applicable privilege or protection.
15. **Prohibition Against Sale.** Business Associate shall not sell Protected Health Information or receive any direct or indirect remuneration in exchange for Protected Health Information.

4. OBLIGATIONS OF COVERED ENTITY

1. Covered Entity shall, upon request, provide Business Associate with its current notice of privacy practices adopted in accordance with the Privacy Regulations.
2. Covered Entity shall inform Business Associate of any revocations, amendments, or restrictions in the use or disclosure of PHI if such changes affect Business Associate's permitted or required uses and disclosures of PHI hereunder.

5. ADDITIONAL PERMITTED USES

Except as otherwise limited in this BAA or the Agreement, Business Associate may use Protected Health Information for the following additional purposes:

1. **Use of Information for Management, Administration and Legal Responsibilities.** Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

2. **Disclosure of Information for Management, Administration and Legal Responsibilities.** Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, if the disclosure is required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed, and the person notifies Business Associate of any instances of which it is aware where confidentiality of the information has been breached.
3. **De-Identified Data.** Except as otherwise limited herein, Business Associate may use Covered Entity PHI to create De-Identified datasets, and such De-Identified datasets are no longer Covered Entity PHI.

6. TERM AND TERMINATION

1. **Term.** The term of this BAA shall be effective as of the Effective Date and shall terminate upon the earlier of: (i) the termination of the Agreement for any reason or (ii) the termination of the BAA pursuant to the provisions herein.
2. **Termination.** In addition to and notwithstanding the termination provisions set forth in the Agreement, either party may terminate this BAA due to a material breach of this BAA by the other party upon giving the other party thirty (30) days prior written notice; provided the breaching party does not cure the breach prior to the effective date of termination. This BAA shall immediately terminate if Business Associate ceases to do business.
3. **Disposition of PHI Upon Termination or Expiration**. Upon termination or expiration of the Agreement and this BAA, Business Associate shall, to the extent feasible, return or securely destroy PHI at Covered Entity's written direction. If return or destruction is infeasible as reasonably determined by Business Associate (including due to legal retention obligations, archival/back-up systems, or disproportionate burden), Business Associate may retain PHI solely for such purposes, shall continue to protect it in accordance with this BAA, and shall limit further use and disclosure to those purposes. Business Associate will destroy any retained PHI when no longer required and, upon request, provide a certificate of destruction.
4. **Survival.** The following, and any provisions that by their nature should survive, remain in effect after termination or expiration of this BAA: (i) confidentiality and restrictions on Use/Disclosure of PHI (including "minimum necessary"); (ii) privacy/security safeguards; (iii) breach/incident notice, cooperation, mitigation, and related documentation for Events occurring pre-termination or discovered thereafter; (iv) access, amendment, and accounting obligations for PHI created/received before termination; (v) return or secure destruction of PHI (including infeasibility); (vi) reasonable record-retention and audit/inspection rights (subject to confidentiality and scheduling); (vii) subcontractor obligations regarding PHI; (viii) insurance; (ix) indemnification; and (x) the Agreement's limitations/exclusions of liability, waivers, disclaimers, dispute resolution, governing law, venue, notices, and definitions, which apply to this BAA to the maximum extent permitted by law. Survival lasts for so long as a Party (or its subcontractors/agents) retains PHI, for the period required by law, or for the applicable

statute-of-limitations - whichever is longest; where survival periods conflict, the longer controls, subject to HIPAA.

7. GENERAL TERMS

1. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this BAA.
2. **Relationship to Agreement Provisions.** In the event that a provision of this BAA is contrary to a provision of the Agreement, the provision of this BAA shall control. Otherwise, this BAA shall be incorporated into, construed under, and in accordance with, the terms of the Agreement. Notwithstanding the foregoing, the limitation of liability and damages exclusions in the Agreement apply to this BAA except as expressly provided in Section 7.3 (Indemnification)**.**
3. **Indemnification.**

   (a) Business Associate Indemnity. Business Associate shall indemnify, defend, and hold harmless Covered Entity and its affiliates, and their respective officers, directors, employees, and agents, from and against third-party claims and regulatory claims/assessments, fines, penalties, and reasonable, documented out-of-pocket losses (including reasonable attorneys' fees) to the extent arising from: (i) Business Associate's gross negligence or willful misconduct; (ii) Business Associate's material breach of this BAA; (iii) Business Associate's violation of HIPAA/HITECH with respect to PHI; or (iv) a Breach of Unsecured PHI (as defined in 45 C.F.R. §164.402) caused by Business Associate or its subcontractors/agents. For clauses (iii) and (iv), indemnified costs are limited to those required by applicable law or a regulator and that are commercially reasonable. This indemnity does not apply to the extent any claim or loss is caused by Covered Entity's negligence, willful misconduct, or breach of this BAA or applicable law.

   (b) Covered Entity Indemnity. Covered Entity shall indemnify, defend, and hold harmless Business Associate, its affiliates, and their respective officers, directors, employees, and agents, from and against third-party claims and regulatory claims/assessments, fines, penalties, and reasonable, documented out-of-pocket losses (including reasonable attorneys' fees) to the extent arising from: (i) Covered Entity's gross negligence or willful misconduct; (ii) Covered Entity's material breach of this BAA; (iii) Covered Entity's violation of HIPAA/HITECH with respect to PHI; or (iv) a Breach of Unsecured PHI (as defined in 45 C.F.R. §164.402) caused by Covered Entity or its workforce or agents (other than Business Associate). For clauses (iii) and (iv), indemnified costs are limited to those required by applicable law or a regulator and that are commercially reasonable. This indemnity does not apply to the extent any claim or loss is caused by Business Associate's negligence, willful misconduct, or breach of this BAA or applicable law.

   (c) Indemnification Procedure. The indemnified party will provide prompt notice of any claim (provided that failure to give prompt notice will relieve the indemnifying party only to the extent materially prejudiced). The indemnifying party will control the defense and settlement of the claim, except that it may not settle in a manner that admits fault for, or imposes non-monetary obligations on, the indemnified party without the indemnified party's prior written consent (not to be unreasonably withheld, conditioned, or delayed). The indemnified party may participate with its own counsel at its own expense. For regulatory audits, investigations, or proceedings, the

parties will reasonably cooperate and coordinate responses, and the indemnifying party will be entitled to participate and direct the strategy to the extent permitted by law.

(d) Liability Cap Applies. Notwithstanding anything to the contrary in the Agreement (including Section 13(c) or any provision stating that indemnification obligations are not subject to the Agreement's limitations), each party's total aggregate liability arising out of or relating to this BAA (including under this Section 3, and including any amounts characterized as indemnification, fines, penalties, or costs) is subject to, and will not exceed, the limitation of liability set forth in Section 13 of the Agreement.

4. **Insurance.** Business Associate shall obtain and maintain during the term of this BAA professional liability insurance covering claims based on a violation of the Privacy Regulations or Security Regulations or any applicable state law or regulation concerning the privacy of patient information and claims based on its obligations pursuant to this Section in an amount not less than $1,000,000 per claim. Upon written request, Business Associate will provide a certificate of insurance evidencing such coverage. No additional-insured endorsement is required for this coverage.
5. **No Property Interest.** Except as specifically provided in the Agreement, Business Associate acquires no title or rights to Covered Entity's PHI. For clarity, this does not restrict Business Associate's rights in de-identified data sets it creates in compliance with 45 C.F.R. §164.514, which are not PHI. All rights, interest, and title in and to Covered Entity's PHI shall remain vested in Covered Entity.
6. **Legal Compliance.** The parties hereto shall comply with applicable laws and regulations governing their relationship, including, without limitation, the Privacy Regulations, Security Regulations, and any other federal or state laws or regulations governing the privacy, confidentiality, or security of patient health information. If a provision of this BAA is held invalid under any applicable law, such invalidity will not affect any other provision of this BAA that can be given effect without the invalid provision. Further, all terms and conditions of this BAA will be fully deemed enforceable permissible under applicable law, and, when necessary, the court is requested to reform all terms or conditions to give them such effect. Business Associate shall comply with applicable state and federal statutes and regulations as of the date by which business associates are required to comply with applicable statutes and regulations. Any ambiguity in this BAA shall be resolved to permit Covered Entity to comply with the Privacy Regulations, the Security Regulations, the HITECH Act, and other federal or state laws or regulations governing the privacy, confidentiality, or security of patient health information.
7. **Independent Contractor.** Business Associate and Covered Entity are and shall be independent contractors to one another, and nothing herein shall be deemed to create an agency, partnership, or joint venture between the parties. Each party agrees that it shall not represent itself as the agent or legal representative of the other for any purpose whatsoever.
8. **Amendment.** The parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for the parties to comply with the requirements of HIPAA and other applicable law.
9. **Interpretation**. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA.

10. **No Agency Relationship**. Nothing in this Addendum is intended to create an agency relationship (as defined under the Federal common law of agency) between the parties for purposes of HIPAA. No terms or conditions contained in this Addendum shall be construed to make or render Business Associate an agent of Covered Entity.
11. **Entire Agreement; Conflicts**. This BAA supersedes and replaces all prior or contemporaneous representations, understandings, agreements, or communications between Covered Entity and Business Associate, whether written or verbal, regarding the subject matter of this BAA. Except as amended by this BAA, the Agreement will remain in full force and effect. If there is a conflict between the Agreement and this BAA with respect to the subject matter of this BAA, the terms of this BAA will control. For clarity, the limitation of liability and damages exclusions in Section 13 of the Agreement apply to this BAA, including the indemnification obligations in Section 3, notwithstanding Section 13(c) of the Agreement or any other contrary provision in the Agreement regarding indemnification.

IN WITNESS WHEREOF, the parties hereto have executed this BAA effective as of the date stated above.