Gia Cognitive Health Analytics Hosted Service Agreement

AWS MARKETPLACE PUBLIC OFFER TERMS - VERSION 2026-11-05

Scienza Health, Inc. supplies this separately entitled hosted retrospective dementia cohort analytics product to the purchasing organization identified in its verified marketplace Order. These terms take effect only when affirmatively adopted through an authorized marketplace purchase or signature mechanism. Receiving this document or linking an account is not acceptance, purchase, clinical approval or proof of service readiness. The confidentiality, data-protection, security, incident-notification, retention, export and deletion obligations apply from the earlier of Order effectiveness or Scienza's first receipt of Customer Data. Operational acceptance does not postpone those protections. Customer Data intake remains prohibited until the applicable onboarding and privacy/PHI prerequisites are complete.

1 Scope and documents

An Order is the verified AWS Marketplace agreement for this hosted product, together with its expressly incorporated product and data-onboarding schedules. It identifies the purchasing organization, seller, product, purchased dimension and quantity, agreement and term, permitted use, fees, capacity, support contacts and incorporated schedules. Scienza Health, Inc. is the seller; the purchasing legal entity identified in the Order is Customer. Marketplace account linking alone is not an Order and grants no capacity. Only the selected Order, this Agreement, the Hosted Commercial Schedule, Data Processing Addendum, applicable Business Associate Addendum and Security and Support Schedule form the parties' agreement. For conflicts, mandatory marketplace transaction terms govern their subject matter; the Business Associate Addendum governs PHI; the Data Processing Addendum governs other personal-data processing; expressly identified Order exceptions govern their stated subjects; then this Agreement and other schedules apply. An Order cannot silently reduce the privacy schedules.

Gia Cognitive Health Analytics is separate from the Gia care platform. A purchase of either product grants no rights to the other. Research publications and roadmaps describe evidence or possible development and create no delivery obligations unless expressly included in an Order.

The Hosted Commercial Schedule is the only commercial schedule for this product. The 28 October customer-hosted orders and evaluation statement of work are not incorporated and grant no additional product, capacity, service or billing rights.

2 License and permitted use

During a verified paid term, Scienza grants Customer a nonexclusive, nontransferable right to access the identified hosted service for Customer's internal retrospective aggregate analytics, within the purchased capacity and approved input scope. Scienza operates the model and runtime in its own United States GCP environment. Customer receives service access and aggregate reports. Model weights remain in Scienza's private storage, readable only by authorized workers. No installation, model-weight distribution, customer-cloud execution or disaster-recovery copy right is granted. Authorized employees and contractors may use the service for Customer under equivalent confidentiality and use restrictions; Customer remains responsible for their use. Affiliates require inclusion in the Order.

The first module analyzes historical records concerning subsequent documented dementia diagnoses in the specified senior-care population. It does not diagnose an individual, recommend treatment, determine benefits or coverage, establish intervention effects, or establish that deploying Gia improves outcomes. Customer will not use its outputs for real-time care, autonomous clinical action, individual patient or family advice, insurance

underwriting or eligibility decisions. Any future clinical product requires its own agreement and applicable release requirements.

Customer may not sublicense, distribute model weights, remove ownership notices, circumvent access or capacity controls, extract or reconstruct the model, use the software or its outputs to train a competing model, or reverse engineer it except to the extent applicable law expressly permits. This restriction does not prohibit Customer from analyzing its own data independently or conducting authorized internal performance evaluation. Neither party may prohibit disclosures to regulators or other disclosures protected by law.

Only the frozen dementia cohort model is included. No other model and no Gia clinical-platform access is included. Customer may retain lawfully exported paid accepted aggregate reports for the permitted internal purpose, subject to the privacy schedules.

3 Delivery and acceptance

Scienza will deliver the version and services specified in the Order. Customer will provide authorized records through operator-approved onboarding, responsible personnel and timely cooperation. Scienza is responsible for its hosted environment. Customer is responsible for its own systems and authorized operators, not for operating the Scienza model runtime. Each party will notify the other promptly of a dependency that affects delivery. Timelines pause only for documented customer dependencies or agreed changes; Scienza will provide a revised schedule.

Customer has ten business days after a deliverable is submitted with its acceptance evidence to accept it or give a written, specific description of material nonconformity against the Order's criteria. Silence does not constitute acceptance. Scienza will promptly correct a substantiated nonconformity and resubmit. If correction is not achieved within 30 days of notice, Customer may terminate the affected undelivered portion and receive a refund of prepaid fees for that portion. Customer's disagreement with a scientifically valid negative or inconclusive finding is not nonconformity. Scienza may not substitute materially reduced scope without Customer's written agreement.

Commercial term dates are those of the verified marketplace agreement. Onboarding, acceptance review, a retry, restoration or a notification replay does not restart or extend those dates or grant a second allowance. Processing cannot begin until operator-approved input onboarding and the required privacy/PHI agreements are complete.

4 Fees and payment

Fees for this product are those in the verified marketplace Order. Fees for the two prepaid plans follow the verified marketplace Order payment schedule. This AWS Marketplace listing offers no trial or add-ons. No direct-invoice purchase path is offered for this product. Customer will identify a good-faith invoice dispute within 30 days and pay undisputed amounts. The parties will work promptly to resolve the dispute. There are no automatic overages. Additional capacity requires a new eligible verified marketplace Order and does not amend an existing Order or reset its consumption.

Customer pays applicable transaction taxes, excluding taxes on Scienza's net income, to the extent not collected by the marketplace. Hosted compute within the locked purchased caps is included in the marketplace price. Scienza will not issue a separate customer-cloud compute invoice for this product. Customer remains responsible for its own unrelated systems and connectivity. Scienza will not charge the same purchase through both a marketplace and a direct invoice. Renewal occurs only if Customer elects it through AWS Marketplace or affirmatively accepts a new verified Order. The verified AWS Marketplace renewal terms determine the next term's price, duration and effective date; Customer may change its renewal choice through AWS Marketplace

as permitted by those terms.

The incorporated Hosted Commercial Schedule defines the two fixed prepaid plans. Select exactly one plan at a fixed quantity of one. Neither additional-cohort nor additional-analysis purchases are offered through this listing. Unknown or mismatched purchases do not activate service. A private offer may discount those dimensions but may not remove capacity, model, tenant, source or entitlement checks or grant unlimited use. No usage-based billing, meter reporting or automatic overage applies.

5 Data and intellectual property

Customer retains all rights in Customer Data and customer-specific reports, excluding embedded Scienza materials and third-party materials. Customer grants Scienza only the limited rights necessary to perform the Order and its privacy schedules. Scienza retains its software, model artifacts, methods, documentation and pre-existing materials. Scienza grants Customer a perpetual internal-use license to Scienza materials embedded in a delivered paid, accepted report, solely as needed to use that report for the permitted purpose. Third-party and open-source components remain governed by their applicable licenses, disclosed in the release notices; nothing here limits rights those licenses grant.

Scienza will not train models on Customer Data, sell or share it for advertising, pool it across customers, or publish customer findings without a separate written agreement and the necessary legal basis. Merely aggregating or removing names does not establish that information is safe to disclose. No transfer of training datasets or ownership of the model occurs under this Agreement. Customer represents that it has the rights and authority needed to provide its data and instructions. Scienza represents that it has the rights needed to provide the contracted software and services.

6 Confidentiality and publicity

Each party will protect the other's nonpublic business, technical and personal information with reasonable care, use it only to perform or receive the Agreement, and disclose it only to personnel and authorized contractors with a need to know and binding protective obligations. Exclusions apply to information the recipient can document was lawfully known without restriction, independently developed, publicly available without breach, or lawfully received without restriction.

Legally compelled disclosure is permitted with advance notice where lawful and reasonable cooperation to limit disclosure. Confidentiality continues for five years after termination and, for trade secrets and personal data, while their protected status or applicable obligations continue. Neither party may use the other's name, logo or statements in publicity without written consent.

7 Security and support

The incorporated Security and Support Schedule allocates responsibilities and response commitments. Scienza will use appropriately restricted access and protect any data it handles. Scienza will secure and operate its hosted GCP environment and manage its access, backups, retention and controlled recovery as allocated in that schedule. Customer will secure its own systems, name authorized users, protect credentials and retain its own permitted report exports. PHI access is prohibited until the parties complete the applicable role assessment and execute a required Business Associate Addendum.

8 Warranties and remedies

Scienza warrants during a verified paid software subscription that the unmodified supported release will materially conform to the incorporated documentation, and that services will be performed professionally by appropriately qualified personnel. Scienza will not intentionally introduce malicious code. Customer must promptly report a reproducible nonconformity. Scienza will repair, replace or provide a reasonable workaround; if it cannot do so within 30 days, Customer may terminate the affected software and receive a prorated refund of unused prepaid subscription fees. These remedies do not reduce the separate privacy, confidentiality, IP-defense or nonwaivable obligations.

Except for express warranties and to the extent law permits, software and analytical findings carry no other warranty, including merchantability or fitness for a particular purpose. Scienza does not warrant a particular scientific finding, customer-population performance, uninterrupted third-party infrastructure, clinical outcome, regulatory approval or financial return. This provision does not excuse failure to deliver the agreed software and services.

9 Intellectual property defense

Scienza will defend Customer against a third-party claim that authorized use of the delivered Scienza software infringes that party's United States patent, copyright or trade-secret rights, and pay resulting final damages and settlements approved by Scienza, subject to Section 10. Customer must promptly notify Scienza, provide reasonable cooperation at Scienza's expense and allow Scienza to control the defense. Late notice relieves obligations only to the extent it materially prejudices the defense. No settlement may admit Customer fault, impose nonmonetary obligations or fail to release Customer without its consent, not unreasonably withheld.

The obligation excludes claims caused by Customer Data, unauthorized modifications, prohibited use, or combinations not supplied or required by Scienza where the claim would not otherwise arise. Scienza may obtain continued rights, modify or replace the affected software without materially reducing contracted functionality, or terminate the affected license and refund unused prepaid fees. This section does not grant rights to disclose Customer Data in litigation beyond lawful necessity and applicable protections.

10 Liability allocation

Except as stated below, each party's aggregate liability arising from an Order is capped at the greater of $10,000 or the fees paid or payable under that Order in the 12 months preceding the event giving rise to the first claim. Claims arising from a party's breach of confidentiality, privacy or security obligations, and Scienza's Section 9 defense obligations, instead share a higher aggregate cap equal to the greater of $50,000 or twice those fees. These caps are alternatives, not cumulative pools for the same Order.

Neither party is liable for indirect, special, incidental, punitive or consequential damages, or lost profits, except to the extent included in amounts payable for a covered third-party IP claim. Reasonable, documented incident investigation, containment, restoration and legally required notice expenses directly caused by a breach of the privacy/security obligations are direct damages within the higher cap. Neither the caps nor damage exclusions apply to fraud, willful misconduct, liabilities that applicable law prohibits limiting, or Customer's obligation to pay agreed fees. Nothing attempts to waive statutory rights or regulatory authority. The applicable Business Associate Addendum does not create a lower cap or exclude a nonwaivable duty.

11 Term suspension and termination

Each Order has its stated term. Renewal requires affirmative agreement. Either party may terminate for a material breach not cured within 30 days after written notice. Scienza may suspend only affected access necessary to address an active security threat, prohibited use or undisputed nonpayment more than 30 days overdue after a further ten business days' notice. Give prior notice when practicable, minimize disruption, preserve data and restore service promptly when resolved. A payment dispute raised in good faith does not itself justify suspension.

On expiration or termination, access under the affected Order ends. Customer may retain permitted exported paid accepted reports and legally required archives; no model artifacts were licensed for Customer installation or retention. Scienza returns or deletes Customer Data as the privacy schedules require and provides reasonable export assistance. Scienza refunds unused prepaid fees for the affected Order item, calculated under the Hosted Commercial Schedule, if Customer terminates for Scienza's uncured material breach. Customer pays for accepted services and properly accrued fees; there is no termination penalty for stopping after a failed readiness stage. Ownership, confidentiality, accrued payment, privacy duties, liability limits and permitted report-retention rights survive as their nature requires.

Independent of breach or payment cure periods, unverified, canceled, expired, exhausted or wrong-model entitlements cannot start new analyses. This is enforcement of the purchased scope, not a new right to withhold an earned refund or required data return. A cancellation, refund, renewal, restored backup or replay never deletes the commercial history or resets consumed analyses. A verified new renewal term receives only that new term's purchased allowance, in a separate retained record. Renewal occurs only if Customer elects it through AWS Marketplace or affirmatively accepts a new verified Order. The verified AWS Marketplace renewal terms determine the next term's price, duration and effective date; Customer may change its renewal choice through AWS Marketplace as permitted by those terms.

12 General terms

California law governs, excluding conflict-of-law rules, and state and federal courts in Orange County, California have exclusive jurisdiction, subject to mandatory law and any expressly agreed marketplace amendment. Parties will first attempt resolution through their named executives for 30 days, without preventing urgent protective relief or legally required action. Each party complies with applicable laws, export controls and sanctions; no approval of cross-border customer-data processing is implied.

Neither party may assign the Agreement without consent except to an affiliate or successor in a merger or sale of substantially all relevant assets that assumes these obligations; no assignment may expand data use or reduce privacy protection. Each party remains responsible for its permitted subcontractors. Events beyond reasonable control excuse only directly affected performance while reasonable mitigation continues, not accrued payment, data protection or return obligations. A prolonged event exceeding 30 days permits termination of the affected undelivered portion and refund of unused prepaid fees.

Formal notices go to the addresses in the Order, with email effective upon acknowledged receipt; routine support uses the support channel. Changes require written agreement. Purchase-order boilerplate adds no terms. Invalid provisions are limited only as necessary without defeating the Agreement's purpose. The parties are independent contractors. This Agreement is the entire agreement on its subject and may be signed electronically and in counterparts.

Hosted Commercial Schedule

This schedule applies only to the frozen dementia cohort analytics model hosted by Scienza in its US GCP environment, subscribed through AWS Marketplace. Customer receives asynchronous aggregate retrospective reports and service access; it receives no Gia clinical-platform entitlement and no other model. Each cohort has one operator-approved source and one historical anchor. Approval of a source or account does not grant purchased analyses.

Pilot Cohort
Public annual price $36,000 for 12 calendar months. Exactly one cohort, maximum 500 residents, and 12 successful analyses. Monthly cadence is permitted on this SKU only. Hosted compute is included within that cap.

Plan Pack
Public annual price $120,000 for 12 calendar months. Up to four cohorts, each maximum 500 residents, with four successful analyses PER COHORT on a quarterly cadence. Included analyses are not a pool of 12 and are not transferable between cohorts. No monthly cadence or trial is included. Hosted compute is included within these caps. This is the default offering for a plan or multi-site buyer; Pilot is only the single-cohort option.

Listing scope
This AWS Marketplace offer contains only Pilot Cohort and Plan Pack. Choose one plan at a fixed quantity of one. No trial, additional cohort, additional analysis, automatic replenishment, usage-based charge or automatic overage is offered through this listing. Any future offer of additional capacity requires its own verified marketplace Order and expressly applicable terms.

Capacity and fulfillment
One successful validated report publication consumes one unit, including a valid report with required minimum-cell suppression. Failures and canceled processing release reservations and do not consume a success. A request after a prior successful publication consumes another purchased unit if authorized. At zero allowance, cancellation or expiry, new runs stop until another eligible prepaid purchase is verified. No customer action can select another model or bypass tenant, source, model, license or prepaid-capacity checks.

Every agreement and term is tracked separately in one durable ledger across both marketplaces. Duplicated, reordered or replayed events cannot grant a second allowance or reset consumption. Renewals create only the verified new term's purchased allowance without rewriting old records. Cancellation and expiry stop new runs while retaining the commercial history. Private offers may discount the fixed dimensions, not grant unlimited use or remove checks. Marketplace refund, cancellation and mandatory transaction rules control their subject matter. A cancellation does not itself promise a refund outside those rules and the Agreement's remedies.

Where the Agreement grants a refund for an annual Pilot or Plan Pack subscription, calculate the applicable unused annual portion from its net prepaid fee after discounts multiplied by unused calendar days divided by total calendar days of that item's contracted term. Included analyses do not create a second refund calculation. No refund exceeds amounts paid for the affected item or creates double recovery. Refunds do not restore consumed capacity or reactivate a canceled license.

Operational prerequisites
No Customer clinical input is accepted until operator onboarding, actual data roles and any required DPA/BAA are completed; US storage, processing, logging and backup locations are verified; support and incident owners are assigned; and the purchased marketplace offer and entitlement path are accepted. No favorable scientific finding, prospective predictive validation, clinical outcome or financial return is promised. Aggregate output remains controlled information. Marketplace acceptance, listing or payment is not evidence of clinical

effectiveness.

Data processing addendum

Hosted version incorporated only upon authorized acceptance

Purpose and roles

Customer determines the purposes of processing its records. Scienza processes Customer Data solely to prepare and execute the purchased retrospective aggregate analysis, provide requested technical support, secure the contracted service and return or delete the data. Scienza acts as a service provider or processor where the applicable law gives it that role. The Order records the actual roles; this Addendum does not declare that all information is outside HIPAA or within a particular privacy statute.

Covered individuals are the residents represented in the approved historical export and Customer's authorized operators. Data categories are the specific diagnosis, medication, assessment, encounter and related timeline fields identified in the approved input mapping, plus necessary operator contact, authorization and job-accounting metadata. No additional category is authorized by a generic reference to healthcare data. Use the minimum data needed, document the categories before access and exclude unrelated records. Business contacts used independently for billing and account administration are covered by the applicable notice, not a license to use resident data.

Instructions and use restrictions

Scienza will process only documented Customer instructions in the Agreement, Order and authorized support requests, unless law requires otherwise; notify Customer of that requirement where permitted. Scienza will notify Customer if an instruction appears unlawful and pause only the affected processing while the parties resolve it.

Scienza will not sell or share personal information for cross-context advertising, use it outside the direct business relationship or specified purposes, combine it with other customers' data or Scienza's independently collected personal information, train or improve models with it, or reidentify an individual from a deidentified or limited data set. No default right to anonymize data for Scienza's own use is granted. Any separately proposed research or benchmarking requires a distinct written agreement and verified legal basis. Customer retains its data and customer-specific outputs.

Where California service-provider or contractor requirements apply, Scienza certifies that it understands and will comply with the restrictions, provide the same level of privacy protection required by applicable law, assist Customer with rights requests, and notify Customer promptly if it determines it can no longer comply. Customer may take reasonable and appropriate steps to verify compliant use and, on notice, stop and remediate unauthorized use. These rights include reasonable document reviews and appropriately scoped assessments or audits at least annually, with confidentiality and security safeguards that do not defeat the legal right.

Access subprocessors and location

Customer clinical inputs, model execution, model weights and reports remain in approved United States GCP regions stated in the onboarding schedule. This product has no non-US processing exception. Synthetic tests or an older agreement authorizing another country do not authorize customer-data processing there. Support access is named, least-privilege, time-bounded, logged and approved by Customer. No resident data may enter public support tickets, source repositories or external AI review tools.

List each Scienza subprocessor, purpose and country in the Order before access. Google Cloud is Scienza's hosting provider for the hosted clinical processing. AWS Marketplace and Google Cloud Marketplace handle only the account/commerce information needed for their subscription channel; resident records, report contents and weights must not enter marketplace fulfillment or billing messages. The final subprocessor schedule must identify the actual legal entities, functions and US clinical-processing locations before Customer Data intake. Scienza will impose equivalent relevant restrictions on its subprocessors and remains responsible for their performance. Give at least 30 days' advance notice of a new subprocessor; Customer may object on reasonable data-protection grounds within 15 days. If no reasonable alternative resolves the objection, either party may terminate the affected portion with a refund of unused prepaid fees. Emergency replacement requires prompt notice and equivalent protections. No unlisted subprocessor receives data merely because its software is installed.

Security incidents and assistance

Apply the Security and Support Schedule. Notify Customer without undue delay and within 48 hours after discovering unauthorized access to, use, disclosure, loss or alteration of Customer Data in Scienza's control or responsibility. Provide available facts without waiting for a final investigation, preserve evidence and supplement as facts develop. Notification does not itself admit liability. For PHI, the Business Associate Addendum also applies and no later contractual timeline displaces an earlier mandatory deadline.

Scienza will reasonably assist Customer with data-subject rights, regulator inquiries, security assessments and legally required impact assessments relevant to Scienza's processing. Forward individual requests promptly and do not respond substantively without Customer's instructions unless required by law. No charge applies to assistance arising from Scienza's breach; materially additional work outside the agreed scope otherwise requires a priced amendment.

Retention return and deletion

Customer controls its original records and any permitted exported report copies. Scienza controls copies in its hosted environment. Report retrieval expires seven days after publication or when authorized service access ends, whichever occurs first. Customer must export within that period to retain a permitted report. Scienza will run and monitor the required purge process; access expiry is not proof of physical deletion. Execution inputs are removed within seven days after completion or cancellation once required verification is complete. Source approval does not grant permission to retain unrelated records.

Minimal commercial purchase, agreement, consumption, revocation and replay-prevention records remain after cancellation or expiry for as long as necessary to enforce purchased capacity and preserve commercial auditability, and for applicable legal accounting retention. They must not contain clinical input or report content. They are separate from deletable business contacts and clinical data; their retention does not authorize indefinite clinical-data or unnecessary contact retention. A data-return or deletion request cannot reset consumed capacity or reactivate an old purchase. Account and onboarding contact information is retained only while needed for the requested account, operator review, support, security or applicable legal record duties; unnecessary contact data is removed through the documented operator process.

On termination, Scienza returns or deletes Customer personal data in its possession within 30 days, certifies completion and identifies lawful exceptions, including minimal commercial records retained for the stated purposes. Inaccessible clinical-data backups expire within 90 days, remain protected and are not restored for another purpose. The conditional PHI Addendum controls where required. Recovery preserves commercial consumption and revocation history; analysis remains disabled during recovery until retained independent journal evidence has been reconciled. The corresponding operational acceptance, including physical purge

verification and the backup recovery procedure, must be complete before Customer Data intake.

Assurance

Provide reasonable evidence of these commitments and material changes on request. Do not represent certifications, insurance, penetration tests or audit reports as completed unless the exact current evidence exists. Privacy obligations continue until covered information is properly returned or destroyed. This Addendum takes precedence on its subject and does not authorize any broader use than the Order.

Security and support schedule

Hosted commitments subject to the Agreement's data-protection effective date; operational acceptance does not postpone data protection

This schedule covers Scienza-hosted retrospective aggregate dementia analytics. It is separate from the Gia clinical platform and does not promise a 24-hour clinical service. Named support personnel and an actively monitored contact must be entered in the Order before service starts.

Responsibilities

Area	Scienza	Customer
Release	Versioned artifacts, integrity manifest, dependency notices, supported configuration and security updates	Use the approved hosted release and protect credentials and permitted report exports
Infrastructure	Operate the hosted US GCP resources, network, keys, provider contracts, included compute, backups and retention with least privilege	Secure Customer systems and connectivity; do not operate or obtain the model runtime or weights
Access	Separate product credentials, scope checks, documented revocation and secure support handling	Name operators, approve temporary support access, protect credentials and promptly remove departed users
Data	Validate agreed technical input contract and explain exclusions and unknowns	Establish rights, map accurate records, verify completeness and authorize processing
Retention	Run and monitor tested hosted purge/export procedures and retain disposition evidence	Export permitted reports within the access window and choose lawful retention of Customer copies
Incidents	Investigate within Scienza's responsibility, notify and cooperate	Secure customer environment, coordinate organization response and patient/regulatory notices

Use encryption in transit and cloud-managed encryption at rest, identity-based administration, least privilege, private analysis/dispatcher ingress; public marketplace signup routes only with token, tenant, origin and nonce checks, and separate clinical and analytics credentials. Do not log request bodies, raw records, keys or patient identifiers. Integrity verification covers approved input bytes and model artifacts. Aggregate output remains controlled data. Minimum-cell suppression is not a deidentification certification. Any external telemetry must be specified and consented to; exclude clinical content.

Support commitments

Support hours are 9 a.m. to 5 p.m. Pacific Time, Monday through Friday, excluding United States federal holidays. A business hour is an hour within that window. Security notifications under the privacy schedules use elapsed time regardless of these support hours. Assign and test a security escalation contact before activation.

Priority	Example	Initial response	Updates
P1	Supported hosted service cannot process any approved analyses, or suspected product security compromise	Four business hours	Each business day while unresolved; security notices follow their shorter deadline
P2	Material feature impaired with a workaround	One business day	Every two business days
P3	Documentation question or minor defect	Two business days	On material progress

Initial response means human acknowledgment with an owner and next step, not guaranteed resolution. Scienza will make reasonable efforts to restore functionality promptly and provide a workaround where available. The conformity remedy and termination/refund rights remain in the Agreement. There is no contractual uptime percentage or service-credit formula in this first hosted offer. Do not advertise 24/7 coverage or a numerical SLA without staffing and measurement evidence.

Updates recovery and end of term

Provide release notes and compatibility information. No silent model replacement or recalibration. Scienza records the approved release manifest and completes synthetic acceptance before changing a runtime. A change of model identity or material contracted behavior requires the applicable Customer approval; another model is not silently substituted. Support the current release and the previous minor release for 90 days after a new minor release, except where a security issue requires a faster move. Give at least 90 days' notice of a planned breaking interface change, with a migration path. Triage reported exploitable vulnerabilities promptly, provide mitigations, and communicate a risk-based correction schedule; do not promise a fix date before assessment.

Scienza preserves supported accounting state, job identities, revocations and previous immutable image/package configuration before an upgrade. Scienza quiesces and reconciles its workers before replacing a runtime. Rollback must preserve consumed capacity and must not reset the live accounting store. Scienza removes a retired runtime only after its jobs are terminal and the required report export and data disposition are recorded. Customer remains responsible for exporting its permitted report copies within the stated retrieval window. Hosted compute within purchased caps is included; there is no customer installation to remove or separate customer-cloud compute invoice. No recovery time or recovery point guarantee is made until a specific deployment has been tested and contracted.

Evidence before customer activation

Verify private ingress and tenant isolation, expired/revoked access, audit behavior, input integrity, retry accounting, report expiry and physical purge, dependency/vulnerability review, backup/restore procedure, support contact and incident drill. Complete a release-specific software bill of materials and notices. Verify insurance and any requested assurance reports from actual documents; this schedule is not a certification that SOC 2, HITRUST or a penetration test has been obtained.

Business associate addendum

Conditional template for separate execution before covered PHI processing

The Customer identified in the verified Order and Scienza Health, Inc. enter this Addendum only through a separate express execution record identifying the parties, effective date and actual data roles. The Order identifies whether Customer acts as a covered entity or upstream business associate; Scienza acts as its business associate or subcontractor business associate, respectively. HIPAA, HITECH and their implementing regulations supply meanings for Protected Health Information, Breach, Security Incident and other defined regulatory terms. PHI here means information created, received, maintained or transmitted by Scienza on Customer's behalf under the Order. The execution record must identify those roles before PHI processing.

Permitted activities

Scienza may use or disclose PHI only as necessary to perform the specifically identified retrospective analytics or support services for Customer, as expressly permitted by this Addendum, or as required by law. No sale, marketing, model training, independent research, cross-customer data aggregation or creation of deidentified data for Scienza's own use is authorized. Customer will not request an impermissible use. Scienza will limit requests, access, use and disclosure to the minimum necessary where applicable.

Scienza may use PHI for its proper management and administration or legal responsibilities only to the extent permitted by law and necessary for the Agreement. Disclosure for those purposes is permitted only if required by law or after obtaining reasonable assurances from the recipient that the information will remain confidential, be used or further disclosed only as required by law or for the disclosed purpose, and that the recipient will notify Scienza of a confidentiality breach. This permission does not expand commercial data-use rights.

Safeguards and subcontractors

Scienza will use appropriate safeguards and comply with applicable HIPAA Security Rule requirements for electronic PHI. Personnel must be authorized and bound to confidentiality. Any subcontractor creating, receiving, maintaining or transmitting PHI on Scienza's behalf must first enter a written agreement imposing the same applicable restrictions, conditions and safeguards. Scienza remains responsible for its subcontractors as provided in the Agreement. Hosting by Scienza does not reduce these obligations. Required downstream agreements must be in effect before a subprocessor accesses PHI.

Reporting and mitigation

Scienza will notify Customer without unreasonable delay and within 48 hours after discovery of an impermissible use/disclosure, Breach of unsecured PHI or material Security Incident affecting the PHI, and supplement the notice promptly as facts become available. This contractual deadline is intentionally shorter than an outer statutory deadline; it is not a description of that deadline. Discovery includes when Scienza knows, or would know through reasonable diligence as required by applicable law. Notice will identify, to the extent known, affected individuals, information types, dates, nature, mitigation, protective steps and a contact for follow-up. Do not wait for a final risk assessment before initial notice.

Routine unsuccessful attempts that result in no unauthorized access, use, disclosure, modification or destruction and no interference with operations may be reported in an agreed periodic summary, available on request; this does not excuse reporting a successful or material incident. Scienza will mitigate known harmful effects to the extent practicable, preserve evidence and cooperate in legally required notifications. Customer controls external notifications on its behalf unless law requires Scienza to act. Financial allocation follows the Agreement and cannot restrict mandatory reporting or cooperation.

Individual rights and government access

Scienza will make PHI available to Customer as needed for access rights, including electronic access where applicable; assist in amendments and incorporate amendments as directed; and record and provide information needed for an accounting of disclosures. Respond to Customer's request within ten business days or an earlier reasonable period necessary for Customer to meet a legal deadline. If Scienza performs a covered-entity obligation, it will comply with the Privacy Rule requirements applicable to that obligation. Direct individual requests will be forwarded promptly to Customer.

Scienza will make its internal practices, books and records relating to PHI use and disclosure available to the Secretary of Health and Human Services for compliance review as required. Contractual audit limits do not restrict government access. Customer will notify Scienza of privacy restrictions, permission changes or other limitations relevant to the services; Scienza will comply with agreed applicable restrictions.

Termination and disposition

Customer may terminate the affected Agreement if it determines Scienza violated a material term of this Addendum. Where lawful and appropriate, Customer may first allow a specified opportunity to cure; no general 30-day commercial cure period prevents termination required to protect PHI or comply with law. Scienza will notify Customer of a known material breach by a PHI subcontractor and take appropriate steps to end or cure it and terminate the relationship if necessary and feasible.

At termination, Scienza will return or destroy all PHI it or its subcontractors maintain on Customer's behalf, if feasible, retain no copies and certify disposition. If return or destruction is infeasible, Scienza will explain why, continue these protections and limit further use and disclosure to the purpose making return or destruction infeasible for as long as it retains PHI. Customer's own original records are not destroyed merely because the software term ends. Customer-controlled backups are governed by Customer's obligations; Scienza must account for copies within its own responsibility.

This Addendum survives while Scienza retains PHI, prevails on PHI matters and will be amended as necessary to comply with applicable law. No third-party beneficiary is created except where law requires. This Addendum does not certify either party's operational HIPAA compliance.

The separate execution record must include each party's authorized signatory, title and execution date, together with a confirmed security contact and reporting address, completed and tested before access.