ZYTER, INC.
END USER LICENSE AGREEMENT
AWS Marketplace: Zyter Vertical AI Execution Platform

Last Updated: October 19, 2026

This End User License Agreement (this **"Agreement"**) is entered into between Zyter, Inc., a Delaware corporation (**"Zyter"**), and the entity that subscribes to the Service through AWS Marketplace (**"Customer"**). This Agreement governs Customer's access to and use of the Zyter Vertical AI Execution Platform and related offerings made available through AWS Marketplace.

BY SUBSCRIBING TO THE SERVICE THROUGH AWS MARKETPLACE, CLICKING TO ACCEPT THIS AGREEMENT, OR ACCESSING OR USING THE SERVICE, CUSTOMER AGREES TO BE BOUND BY THIS AGREEMENT. The individual accepting this Agreement represents that he or she has the authority to bind Customer. If that individual does not have such authority, or if Customer does not agree to this Agreement, Customer may not subscribe to, access, or use the Service.

Amazon Web Services, Inc. and its affiliates (**"AWS"**) are not parties to this Agreement and have no obligation or liability to Customer under the Agreement. Customer's use of AWS Marketplace and other AWS services is governed by Customer's agreement with AWS.

1. DEFINITIONS

Capitalized terms have the meanings set forth below or where defined elsewhere in this Agreement.

1.1 **"Affiliate"** means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party, where **"Control"** means ownership of at least fifty percent (50%) of the voting or equity securities of an entity, or the power to direct the management and policies of an entity by contract or otherwise.

1.2 **"AI Output," "AI Platform Tools," "Input,"** and **"Model Provider"** have the meanings set forth in Exhibit A.

1.3 **"Authorized User"** means an employee or individual contractor of Customer (or of a Customer Affiliate permitted under Section 3.2) whom Customer authorizes to access the Service under Customer's account, and, solely to the extent permitted under Section 3.3, personnel of a Served Entity.

1.4 **"AWS Marketplace"** means the online software marketplace operated by AWS through which Customer subscribes to the Service.

1.5 **"Clinical Content"** means assessments, care plans, correspondence templates, clinical rules, criteria, and similar clinical content, whether provided by Zyter or by Customer, that is incorporated into or used with the Service.

1.6 **"Customer Data"** means all data, content, and information, including Input, that Customer or its Authorized Users submit to the Service, and all reports and other results that Customer generates from such data within the Service, including AI Output. Customer Data does not include Aggregated Data or Zyter Technology.

1.7 **"Documentation"** means Zyter's then-current user guides, specifications, and technical documentation for the Service that Zyter makes available to Customer, as updated from time to time in accordance with Section 4.2.

1.8 **"Fees"** means the fees for the Service and any Professional Services as stated in the applicable Order or Statement of Work.

1.9 **"Offer"** means a public offer on Zyter's AWS Marketplace listing or a Private Offer, in each case including its pricing, pricing dimensions, quantities, and duration.

1.10 **"Order"** means Customer's subscription to the Service through AWS Marketplace pursuant to an Offer, including the Subscribed Modules, Usage Metrics, Fees, and Subscription Term identified in that Offer.

1.11 **"PHI"** means protected health information as defined in 45 C.F.R. § 160.103.

1.12 **"Private Offer"** means an offer for the Service that Zyter extends to Customer through the AWS Marketplace private offer functionality, including any custom terms attached to it.

1.13 **"Professional Services"** means implementation, configuration, integration, data migration, training, consulting, and other services that Zyter provides in connection with the Service.

1.14 **"Service"** means the Zyter Vertical AI Execution Platform, delivered by Zyter as a hosted software-as-a-service offering and limited to the Subscribed Modules, together with the Documentation, the Clinical Content provided by Zyter, the Third-Party Components, and any updates that Zyter makes generally available to its subscribers of the Subscribed Modules.

1.15 **"Statement of Work"** or **"SOW"** means a written statement of work for Professional Services signed by both parties, or a Private Offer accepted by Customer that describes Professional Services.

1.16 **"Subscribed Modules"** means the modules, packages, capabilities, and editions of the Service that Customer subscribes to under an Order, which may include, as applicable, modules of the TruCare platform (such as utilization management, care management, population health management, appeals and grievances, and prior authorization), Zyter Symphony, Zyter Praxis, the Digital Transactional Core, and related add-ons.

1.17 **"Subscription Term"** means the subscription period for an Order as stated in that Order, including any renewal.

1.18 **"Third-Party Components"** means software, data, or content licensed by Zyter from third parties and made available as part of the Service, including those identified in Exhibit C.

1.19 **"Usage Metrics"** means the quantitative limits on Customer's use of the Service stated in an Order, which may include the number of covered lives or members, Authorized Users, transactions, cases, workflows, environments, or other units of measure.

1.20 **"Zyter Technology"** means the Service, the AI Platform Tools, the Documentation, the Clinical Content provided by Zyter, and all software, models, prompts, configurations, workflows, templates, methods, and other technology that Zyter uses to provide the Service, together with all modifications, enhancements, and derivative works of any of the foregoing, by whomever made.

2. AGREEMENT STRUCTURE; ORDER OF PRECEDENCE

2.1 **Signed Agreements.** If Customer and Zyter have executed a written agreement that expressly governs Customer's use of the Service or the Subscribed Modules, including a Master License and Services Agreement (a **"Signed Agreement"**), then, unless the applicable Private Offer states otherwise, the Signed Agreement governs Customer's purchase through AWS Marketplace in place of this Agreement, except that Sections 7.2 through 7.4 of this Agreement apply to Fees invoiced through AWS Marketplace.

2.2 **Components of this Agreement.** Where no Signed Agreement applies, this Agreement consists of this body, Exhibit A (AI Platform Terms), Exhibit B (Business Associate Agreement), Exhibit C (Third-Party Component Terms), each Order, and each SOW.

2.3 **Order of Precedence.** In the event of a conflict among the components of this Agreement, the following order of precedence applies: (a) custom terms in a Private Offer that expressly identify the provision of this Agreement they modify; (b) Exhibit B, with respect to PHI; (c) Exhibit C, with respect to the applicable Third-Party Component; (d) Exhibit A, with respect to the AI Platform Tools and AI Output; (e) the body of this Agreement; (f) a SOW; and (g) the Documentation.

2.4 **No Other Terms.** No purchase order, vendor registration form, click-through, or other document issued by Customer will modify, supplement, or form part of this Agreement, even if accepted or acknowledged by Zyter. The Standard Contract for AWS Marketplace does not apply to the Service unless a Private Offer expressly provides that it does.

2.5 **Updates to this Agreement.** Zyter may update this Agreement by posting a revised version on its AWS Marketplace listing. A revised version applies to Orders accepted or renewed after it is posted. A revised version does not apply to an Order during its then-current Subscription Term unless Customer agrees in writing.

3. ACCESS AND USE

3.1 **Access Grant.** Subject to Customer's compliance with this Agreement and payment of all applicable Fees, Zyter grants Customer, during the Subscription Term, a non-exclusive, non-transferable (except as permitted under Section 18.4), non-sublicensable right for its Authorized Users to access and use the Subscribed Modules, within the Usage Metrics and in accordance with the Documentation, solely for Customer's internal business purposes. Customer may use the Documentation as reasonably necessary to support that use.

3.2 **Authorized Users and Accounts.** Customer is responsible for (a) all acts and omissions of its Authorized Users and of any person who accesses the Service using credentials issued to Customer, as if they were Customer's own; (b) maintaining the confidentiality of all credentials, which may not be shared and must each be assigned to a single individual; and (c) notifying Zyter promptly upon becoming aware of any unauthorized access to or use of the Service. Employees and individual contractors of Customer's Affiliates may be Authorized Users if the Order permits, and Customer is responsible for their compliance with this Agreement.

3.3 **Services Provided to Third Parties.** If Customer provides contracted health plan administration, utilization management, care management, or similar services to a third party (each, a **"Served Entity"**), Customer may use the Service to perform those services for the Served Entity, provided that (a) Customer itself performs the services and does not make the Service available to the Served Entity on a standalone basis; (b) the individuals, members, or transactions that Customer services for the Served Entity are counted toward Customer's Usage Metrics; (c) Customer permits Served Entity personnel to access the Service only

to the extent the Order permits, and such personnel are treated as Authorized Users; and (d) Customer remains responsible for all use of the Service on behalf of each Served Entity.

3.4 **Restrictions.** Customer shall not, and shall not permit any person to:

(a) use the Service for any purpose other than as expressly authorized in this Agreement;

(b) copy, modify, translate, reverse engineer, decompile, disassemble, or create derivative works of any Zyter Technology, except to the extent applicable law expressly permits such activity notwithstanding this restriction;

(c) sell, resell, rent, lease, lend, sublicense, distribute, or otherwise make the Service available to any third party, or use the Service in a service bureau, time-sharing, or outsourcing capacity, except as permitted under Section 3.3;

(d) circumvent any Usage Metrics, access controls, security measures, or other technical limitations of the Service;

(e) remove, alter, or obscure any proprietary notices, labels, or marks in the Service or the Documentation;

(f) access or use the Service to build, train, or benchmark a competing product or service, publish benchmark or performance results regarding the Service without Zyter's prior written consent, or permit access to the Service by any person or entity that provides products or services competitive with the Service or other Zyter technology;

(g) introduce viruses, malicious code, or other harmful components into the Service, or interfere with or disrupt the integrity or performance of the Service;

(h) use the Service in violation of applicable law or the rights of any third party;

(i) engage in any Prohibited AI Use described in Exhibit A; or

(j) use any Third-Party Component on a standalone basis or other than as part of the Service.

3.5 **Usage Metrics.** Customer will use the Service within its Usage Metrics. Zyter may monitor Customer's use of the Service to verify compliance. If Customer exceeds its Usage Metrics, Zyter may charge for the excess usage through the applicable AWS Marketplace pricing dimensions at the rates stated in the Order. If the Order does not provide a mechanism for excess usage, the parties will promptly and in good faith enter into a Private Offer or amendment covering the excess at Zyter's then-current rates, and Customer will pay for the excess from the date it began. If Customer does not remedy the excess within thirty (30) days after notice from Zyter, Zyter may restrict Customer's use of the Service to the Usage Metrics.

3.6 **Reservation of Rights.** The Service is provided on a subscription basis and is not sold. Zyter and its licensors reserve all rights not expressly granted in this Agreement. Use of the terms "price," "purchase," "sale," or "sell" in connection with the Service does not imply any transfer of ownership.

4. THE SERVICE

4.1 **Provision of the Service.** Zyter will make the Subscribed Modules available to Customer during the Subscription Term in accordance with this Agreement and the Documentation. The Service is hosted by Zyter or its hosting providers. Zyter will provide Customer with access credentials or onboarding

instructions after Customer's Order is accepted. Unless an Order or SOW provides otherwise, the Service does not require installation of software in Customer's environment.

4.2 **Updates and Changes.** Zyter may update and modify the Service and the Documentation from time to time, provided that Zyter will not materially reduce the overall core functionality of a Subscribed Module during the then-current Subscription Term, except as required by applicable law. If Zyter does so, Customer may, as its exclusive remedy, terminate the affected Order by written notice given within thirty (30) days after the change and receive a refund of any prepaid Fees for the affected Subscribed Module covering the remainder of the Subscription Term after the effective date of termination.

4.3 **Clinical Content.** Zyter provides its Clinical Content solely as reference material and a starting point to assist Customer in determining the scope, depth, and sophistication of Customer's own Clinical Content. Customer is solely responsible for reviewing, approving, and maintaining the clinical accuracy and appropriateness of all Clinical Content it uses, whether provided by Zyter, modified by Customer, or developed by Customer. Zyter has no obligation to monitor, update, or control the content, nature, or accuracy of any Clinical Content, and Clinical Content provided by Zyter is provided "AS IS." If either party receives written notice from a third party that any Clinical Content infringes the rights of that third party, it will promptly notify the other party, and the parties will mutually determine whether to continue use of that Clinical Content. If Customer elects to continue using such Clinical Content, Customer assumes all risk of such use and Section 14.2 applies.

4.4 **Third-Party Components.** Third-Party Components are subject to the applicable terms in Exhibit C, which apply only if Customer's Subscribed Modules include the relevant Third-Party Component. Zyter may replace or modify any Third-Party Component, provided the Service continues to perform materially in accordance with the Documentation.

4.5 **Customer Responsibilities.** Customer is responsible for (a) its own systems, networks, connectivity, and the third-party applications it connects to the Service (**"Customer Systems"**); (b) the accuracy, quality, integrity, and legality of Customer Data; (c) the configurations, business rules, workflows, and clinical, coverage, and eligibility criteria that Customer selects, configures, or approves within the Service; (d) providing all notices and obtaining all consents and authorizations required for Zyter to process Customer Data as contemplated by this Agreement; and (e) providing the cooperation, access, and information that Zyter reasonably requests to provide the Service and any Professional Services. Zyter is not responsible for any failure or delay to the extent caused by Customer Systems or by Customer's failure to perform its responsibilities.

4.6 **Subscription Information.** Customer may view the details of its subscription, including contract dimensions, quantities, and Subscription Term, in the AWS Marketplace console.

4.7 **Preview Features.** Zyter may make available trial, pilot, preview, or beta features or functionality (**"Preview Features"**). Preview Features are provided "AS IS," may be modified or discontinued at any time, are excluded from Zyter's warranty, support, service availability, and indemnification obligations, and may not be used to process PHI unless Zyter agrees in writing. Zyter's total liability arising out of or relating to Preview Features will not exceed one thousand dollars ($1,000).

5. PROFESSIONAL SERVICES

5.1 **Scope.** Unless an Order states that Professional Services are included, Fees for the Service do not include Professional Services. Zyter will perform Professional Services under a SOW, which may be

transacted as a Private Offer, as a line item in an Order, or outside AWS Marketplace. Each SOW is governed by this Agreement.

5.2 **Assumptions and Changes.** Each SOW is based on the assumptions stated in it. If those assumptions prove incorrect, or if either party wishes to change the scope of Professional Services, that party will submit a written change request. The receiving party will respond within fifteen (15) business days, and Zyter's response will describe any impact on Fees, schedule, and scope. No change is binding until documented in a written amendment or revised Private Offer accepted by both parties. Additional effort will be charged at the rates in the SOW or, if none, at Zyter's then-current rates.

5.3 **Customer Delays.** If Customer fails to perform its responsibilities under a SOW on schedule, Zyter may reassign its personnel and adjust the schedule accordingly. If reassignment is not practical, or if Customer requests that Zyter's personnel remain assigned, Customer will pay for the resulting idle time at the rates in the SOW.

5.4 **Expenses.** Customer will reimburse Zyter for reasonable travel and related expenses incurred in performing Professional Services that Customer has approved in advance in writing.

5.5 **Deliverables.** Except for Customer Data and Customer's Confidential Information incorporated into them, Zyter owns all deliverables, configurations, integrations, and other work product created in performing Professional Services, all of which constitute Zyter Technology and are made available to Customer as part of the Service during the Subscription Term.

5.6 **Professional Services Warranty.** Zyter warrants that it will perform Professional Services in a professional and workmanlike manner, materially in accordance with the applicable SOW. Customer must notify Zyter in writing of any breach of this warranty within thirty (30) days after performance of the nonconforming Professional Services. As Customer's sole and exclusive remedy and Zyter's sole obligation for breach of this warranty, Zyter will re-perform the nonconforming Professional Services at no additional cost or, if Zyter is unable to do so, refund the Fees paid for the nonconforming portion.

6. SUPPORT AND SERVICE AVAILABILITY

6.1 **Support.** During the Subscription Term, Zyter will provide Customer with standard support for the Service as described in this Section 6, unless the Order provides for an enhanced support tier. Customer may submit support cases 24 hours a day, seven days a week through Zyter's support portal at https://zytertrucare.atlassian.net/servicedesk or by phone at 1-888-246-4940. Zyter will work on cases during Support Hours, which are 9:00 a.m. to 6:00 p.m. Eastern Time, Monday through Friday, excluding Zyter holidays (**"Support Hours"**).

6.2 **Case Submission.** Customer may designate a primary contact to submit support cases. Each case should include a detailed description of the issue, the conditions under which it occurs, the steps needed to reproduce it, screenshots of any error messages, and relevant log files. Customer will remove or redact PHI from support submissions except where PHI is necessary to resolve the issue and is transmitted through a secure channel that Zyter designates.

6.3 **Severity Levels and Response Targets.** Zyter will reasonably classify each case in consultation with Customer, and will use commercially reasonable efforts to meet the following targets, measured in Support Hours from Zyter's receipt of a complete case submission:

Severity	Description	Initial Response	Update Frequency	Workaround Target
1 (Critical)	The Service is unavailable, or a production defect renders the Service inoperative for all users, with no Workaround.	30 mins	1 hour	3 hours
2 (Major)	A Subscribed Module or major function is inoperable or materially impaired, preventing critical business operations, with no Workaround.	1 hour	2.5 hours	48 hours
3 (Moderate)	Significant functionality is not operating or performance is substantially degraded, but the Service remains usable, with no Workaround.	1 support hour	4 support hours	72 hours
4 (Minor)	Minor functional failure or cosmetic defect, or a Workaround is available.	3 support hours	Monthly or as mutually agreed	Not applicable
5 (Request)	Information request, general question, or enhancement request.	12 support hours	Monthly or as mutually agreed	Not applicable

6.4 **Nature of Targets.** The targets in Section 6.3 are objectives and not guarantees. They exclude time spent waiting for information from Customer and delays outside Zyter's reasonable control. A **"Workaround"** means relief from the nonconforming behavior, which may take the form of an alternate usage, a configuration change, a patch, or information. Permanent code corrections will be delivered in a subsequent release or as mutually agreed. Zyter's sole obligation, and Customer's exclusive remedy, for any failure to meet a target is for Zyter to continue to use commercially reasonable efforts to resolve the case and, upon Customer's request, to escalate the case to Zyter management.

6.5 **Service Availability.** Zyter will use commercially reasonable efforts to make the production environment of the Service available 99.5% of the time in each calendar month, excluding (a) scheduled maintenance, for which Zyter will give at least forty-eight (48) hours' prior notice and which Zyter will schedule outside normal business hours where practicable; (b) emergency maintenance; (c) events described in Section 18.5; (d) scheduled hibernation; and (e) unavailability caused by Customer Systems, Customer's breach of this Agreement, or internet or third-party networks outside Zyter's reasonable control. Service credits apply only if a Private Offer provides for them.

6.6 **Exclusions.** Support does not cover issues caused by modifications not made by Zyter, Customer Systems, misuse of the Service, integrations not provided by Zyter, or Preview Features. Zyter may provide assistance with excluded issues at its then-current rates.

7. FEES, PAYMENT, AND TAXES

7.1 **Fees.** Customer will pay the Fees stated in each Order. Unless the Order states otherwise, Fees are based on the Subscribed Modules and Usage Metrics purchased and not on actual usage. Customer's obligation to pay Fees is not subject to any abatement, set-off, or counterclaim.

7.2 **Billing Through AWS.** Fees for Orders are invoiced and collected by AWS on Zyter's behalf in accordance with Customer's agreement with AWS. Customer's payment of those Fees to AWS satisfies Customer's obligation to pay them to Zyter. Disputes regarding AWS invoicing are handled under AWS's procedures.

7.3 **Non-Cancellable; Refunds.** Except as expressly provided in this Agreement or required by applicable law, Orders are non-cancellable and Fees are non-refundable. Customer may request a refund by contacting Zyter at Accounts.Payables@zyter.com. Zyter will review refund requests in accordance with this Agreement and the refund policy stated on Zyter's AWS Marketplace listing, and any approved refund will be processed through AWS Marketplace.

7.4 **Taxes.** Fees exclude taxes. Customer is responsible for all sales, use, value-added, goods and services, withholding, and similar taxes, duties, and charges imposed on the Service or Professional Services, other than taxes based on Zyter's net income. Where AWS calculates and collects taxes on Zyter's behalf, AWS's collection governs. Otherwise, Zyter will invoice applicable taxes and Customer will pay them with the related Fees.

7.5 **Amounts Invoiced Directly by Zyter.** If any Fees or expenses are invoiced directly by Zyter rather than through AWS Marketplace (including Professional Services under a SOW not transacted through AWS Marketplace, reimbursable expenses, and excess usage that cannot be billed through AWS Marketplace), Customer will pay them within thirty (30) days after the invoice date. Past due amounts accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law, and Customer will reimburse Zyter's reasonable costs of collection, including attorneys' fees.

7.6 **Non-Payment.** If AWS notifies Zyter that Customer has failed to pay Fees when due, or Customer's AWS Marketplace subscription is cancelled or suspended for non-payment, Zyter may suspend the Service upon ten (10) days' written notice until the past due amounts are paid.

8. TERM AND TERMINATION

8.1 **Term.** This Agreement begins when Customer accepts it and continues until all Subscription Terms have expired or been terminated.

8.2 **Subscription Term and Renewal.** Each Subscription Term begins on the date stated in the Order or, if none, the date the Order is accepted, and continues for the period stated in the Order. An Order renews only as provided in the Offer and Customer's AWS Marketplace renewal settings, and Fees for any renewal will be as stated in the then-current Offer unless the Order provides otherwise.

8.3 **Termination for Cause.** Either party may terminate this Agreement or an affected Order upon written notice if the other party (a) materially breaches this Agreement and fails to cure the breach within thirty (30) days after receiving written notice describing it; or (b) becomes insolvent, makes an assignment for the benefit of creditors, or becomes the subject of a bankruptcy or similar proceeding that is not dismissed within sixty (60) days.

8.4 **Effect of Termination.** Upon expiration or termination of this Agreement or an Order: (a) Customer's rights to access and use the affected Service end, and Customer will cease all use of it; (b) if Customer terminates under Section 8.3 for Zyter's breach, Zyter will refund any prepaid Fees for the affected Order covering the remainder of the Subscription Term after the effective date of termination; (c) if Zyter terminates under Section 8.3 for Customer's breach, Customer will pay all unpaid Fees for the remainder of the Subscription Term of the affected Order; and (d) subject to Section 8.5 and Exhibit B, each party will return or destroy the other party's Confidential Information in accordance with Section 11.4.

8.5 **Customer Data Retrieval.** For thirty (30) days after expiration or termination of an Order, upon Customer's written request made within that period, Zyter will make the Customer Data in the affected Subscribed Modules available for export in Zyter's standard export format. Additional transition assistance

is available at Zyter's then-current rates under a SOW. After the retrieval period, Zyter will delete Customer Data from its production systems within ninety (90) days, and from backup systems in the ordinary course, except to the extent retention is required by applicable law. The return and destruction of PHI is governed by Exhibit B.

8.6 **Survival.** Sections 1, 3.4, 3.6, 7 (as to amounts accrued), 8.4, 8.5, 8.6, 10.3, 11, 12, 13.4, 14, 15, 16, and 18, and the provisions of the Exhibits that by their terms survive, will survive expiration or termination of this Agreement.

9. SUSPENSION

9.1 **Grounds for Suspension.** Zyter may suspend Customer's access to all or part of the Service, including the AI Platform Tools, if Zyter reasonably determines that (a) Customer's or any Authorized User's use of the Service poses a security risk to the Service or to any third party, could subject Zyter or its providers to liability, or could adversely affect the Service; (b) Customer is in breach of Section 3.4 or Exhibit A; (c) suspension is required by applicable law, court order, or governmental authority, or by a hosting provider or Model Provider; or (d) Section 7.6 applies.

9.2 **Scope and Notice.** Zyter will limit any suspension to the minimum extent and duration reasonably necessary, will give Customer advance notice where practicable (and otherwise prompt notice after suspension), and will restore access promptly after the cause of the suspension is resolved. Fees continue to accrue during any suspension caused by Customer.

10. CUSTOMER DATA, SECURITY, AND PRIVACY

10.1 **Ownership of Customer Data.** As between the parties, Customer owns all Customer Data, subject to Zyter's rights under this Agreement and the terms of Exhibit A governing AI Output.

10.2 **License to Zyter.** Customer grants Zyter and its subcontractors a non-exclusive, worldwide, royalty-free license during the term of this Agreement and the retrieval period in Section 8.5 to host, copy, process, transmit, and display Customer Data as necessary to provide, maintain, support, and secure the Service, perform Professional Services, prevent or address service or technical problems, comply with applicable law, and exercise Zyter's rights under Exhibit A.

10.3 **Aggregated Data.** Zyter may collect data regarding the operation, performance, and use of the Service, and may create de-identified and aggregated data, statistics, insights, and metrics derived from Customer Data and from Customer's use of the Service (**"Aggregated Data"**), provided that Aggregated Data does not identify Customer, any Authorized User, or any individual, and any de-identification of PHI is performed in accordance with 45 C.F.R. § 164.514 and Exhibit B. Zyter owns all Aggregated Data and may use it for any lawful purpose during and after the term of this Agreement.

10.4 **Security.** Zyter will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Customer Data, consistent with industry standards for hosted healthcare applications and, with respect to PHI, the HIPAA Security Rule. Zyter will notify Customer without undue delay after confirming any unauthorized access to or acquisition of Customer Data in systems controlled by Zyter. Notification of incidents involving PHI is governed by Exhibit B.

10.5 **Protected Health Information.** If Customer is a covered entity or a business associate under the Health Insurance Portability and Accountability Act of 1996, as amended (**"HIPAA"**), and Customer Data includes PHI, Exhibit B applies automatically and is incorporated into this Agreement. If Customer and

Zyter have executed a separate business associate agreement covering the Service, that agreement governs in place of Exhibit B. Customer will not submit PHI to the Service unless Exhibit B or such separate agreement is in effect, will limit PHI submitted to the minimum necessary for the intended purpose, and will not submit PHI to Preview Features or through support channels except as permitted in Section 6.2. Customer will not submit payment card data, or other categories of sensitive data subject to specific security regimes other than PHI, unless the Order expressly permits it.

10.6 **Subcontractors and Model Providers.** Zyter may use subcontractors, hosting providers, and Model Providers to provide the Service. Zyter remains responsible for their performance of Zyter's obligations under this Agreement. Upon Customer's written request, Zyter will provide a list of its material subcontractors and Model Providers that process Customer Data.

10.7 **Data Location and Personnel Access.** Customer Data is subject to the following:

(a) **Data Location.** Unless the Order provides otherwise, Zyter will store Customer Data in data centers located in the United States.

(b) **Personnel Access.** Customer acknowledges that personnel of Zyter, its Affiliates, and its subcontractors who perform infrastructure administration, database administration, and site reliability functions, including personnel located outside the United States, may access the production environment of the Service, and Customer Data (including PHI) stored in it, as necessary to perform patching, maintenance, monitoring, troubleshooting, and incident response. All such access is subject to role-based access controls, the safeguards described in Section 10.4, and, with respect to PHI, Exhibit B. Customer Data remains stored in the United States during any such access.

(c) **Government Program Data.** If Customer identifies to Zyter in writing, in the Order or otherwise before submitting it, Customer Data that is subject to Medicaid, Medicare Advantage, or other state or federal government program requirements, Zyter will restrict access to that Customer Data to personnel located in the United States.

(d) **Other Onshore Requirements.** If Customer is subject to a contractual, regulatory, or program requirement, other than those described in Section 10.7(c), that restricts access to Customer Data from outside the United States, Customer will notify Zyter in writing, and the parties will work together in good faith to agree on access restrictions consistent with that requirement.

(e) **Documentation and Fees.** Access restrictions under Sections 10.7(c) and 10.7(d) will be documented in the Order or a Private Offer and may be subject to additional Fees. Zyter has no obligation to restrict access under Section 10.7(c) or 10.7(d) before Customer provides the required written notice.

(f) **AWS GovCloud (US).** Where Zyter provides the Service from AWS GovCloud (US) under a Private Offer, access to that environment is limited to personnel located in the United States who are U.S. citizens or lawful permanent residents.

10.8 **Customer Data Rights.** Customer represents and warrants that it has all rights, consents, and authorizations necessary to submit Customer Data to the Service and to grant the licenses in this Agreement, and that Customer Data and its submission do not violate applicable law or the rights of any third party.

11. CONFIDENTIALITY

11.1 **Definition. "Confidential Information"** means all information disclosed by a party (the **"Discloser"**) to the other party (the **"Recipient"**) that is marked as confidential or proprietary, or that

should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure, including oral information designated as confidential at the time of disclosure. Zyter's Confidential Information includes the Zyter Technology, the Documentation, the terms and pricing of any Private Offer, and all non-public information regarding the operation and performance of the Service. Customer's Confidential Information includes Customer Data. Confidential Information does not include information that the Recipient can show (a) is in the public domain at the time of disclosure; (b) after disclosure, lawfully becomes part of the public domain other than through the Recipient's act or omission; (c) is lawfully disclosed to the Recipient by a third party without a confidentiality obligation to the Discloser; or (d) is independently developed by or for the Recipient by persons who did not use, reference, or have access to the Discloser's Confidential Information.

11.2 **Obligations.** The Recipient will use the Discloser's Confidential Information only to perform its obligations and exercise its rights under this Agreement, and will protect it using at least the measures the Recipient uses to protect its own most highly confidential information, and in no event less than reasonable care. The Recipient may disclose the Discloser's Confidential Information only to its and its Affiliates' employees, contractors, and professional advisors who need to know it for purposes of this Agreement and who are bound by written confidentiality obligations at least as protective as this Section 11. The Recipient is responsible for any breach of this Section 11 by those persons.

11.3 **Compelled Disclosure.** If the Recipient is required by law or legal process to disclose the Discloser's Confidential Information, the Recipient will, where legally permitted, give the Discloser prompt notice and reasonable cooperation so that the Discloser may seek a protective order, and will disclose only the portion of the Confidential Information that it is legally required to disclose.

11.4 **Return or Destruction.** Upon expiration or termination of this Agreement and the Discloser's written request, the Recipient will promptly return or destroy the Discloser's Confidential Information, except for copies retained in routine backups or as required by law, which remain subject to this Section 11 for as long as they are retained.

11.5 **Equitable Relief.** Unauthorized use or disclosure of Confidential Information may cause irreparable harm for which damages would be an inadequate remedy, and the Discloser may seek injunctive or other equitable relief without posting a bond, in addition to any other remedies.

11.6 **PHI.** To the extent of any conflict between this Section 11 and Exhibit B with respect to PHI, Exhibit B governs.

12. OWNERSHIP; FEEDBACK

12.1 **Zyter Technology.** Zyter and its licensors own all right, title, and interest, including all intellectual property rights, in and to the Zyter Technology. To the extent Customer obtains any right, title, or interest in any Zyter Technology, including any configurations, enhancements, or modifications that Zyter develops at Customer's request, Customer hereby assigns all such right, title, and interest to Zyter. Nothing in this Section 12.1 transfers to Zyter any ownership of Customer Data.

12.2 **Feedback.** If Customer or any Authorized User provides Zyter with suggestions, ideas, enhancement requests, or other feedback relating to the Service (**"Feedback"**), Customer hereby assigns to Zyter all right, title, and interest, including all intellectual property rights, in and to the Feedback, and Zyter may use the Feedback for any purpose without restriction or compensation. Feedback does not include Customer Data.

13. WARRANTIES AND DISCLAIMERS

13.1 **Mutual Warranties.** Each party represents and warrants that (a) it has full power and authority to enter into and perform this Agreement; and (b) neither it nor any of its personnel performing under this Agreement is excluded, debarred, suspended, or otherwise ineligible to participate in any federal health care program or in federal procurement or non-procurement programs, and it will notify the other party promptly if that changes.

13.2 **Service Warranty.** Zyter warrants that during the Subscription Term the Service will perform materially in accordance with the applicable Documentation. This warranty covers the operation and functionality of the AI Platform Tools as described in the Documentation, but does not cover the content, accuracy, completeness, or suitability of any AI Output, which is governed exclusively by Exhibit A. To make a warranty claim, Customer must notify Zyter in writing, describing the nonconformity in reasonable detail, within thirty (30) days after Customer first becomes aware of it. Zyter will use commercially reasonable efforts to correct the nonconformity or provide a Workaround. If Zyter does not do so within thirty (30) days after receiving Customer's notice, Customer may terminate the affected Order upon written notice and receive a refund of any prepaid Fees for the affected Subscribed Module covering the remainder of the Subscription Term after the effective date of termination. This Section 13.2 states Customer's sole and exclusive remedy, and Zyter's sole obligation, for breach of this warranty.

13.3 **Warranty Exclusions.** The warranty in Section 13.2 does not apply to any nonconformity to the extent caused by (a) use of the Service other than in accordance with this Agreement and the Documentation; (b) combination of the Service with software, products, data, infrastructure, or services not provided by Zyter; (c) modification of the Service by anyone other than Zyter; (d) Customer Systems or the acts or omissions of Customer or any third party; or (e) Clinical Content or Preview Features.

13.4 **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICE, THE ZYTER TECHNOLOGY, THE DOCUMENTATION, THE CLINICAL CONTENT, THE THIRD-PARTY COMPONENTS, AND ALL PROFESSIONAL SERVICES ARE PROVIDED **"AS IS"** AND WITHOUT WARRANTY OF ANY KIND, AND ZYTER AND ITS LICENSORS MAKE NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY. ZYTER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. ZYTER DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ZYTER'S INTERPRETATION AND IMPLEMENTATION, WITHIN THE SERVICE OR ANY CONFIGURATION, OF FEDERAL OR STATE LAWS, REGULATIONS, RULES, OR GUIDELINES, OR OF CUSTOMER'S RULES AND GUIDELINES, IS CORRECT. CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING WHETHER THE SERVICE, AS CONFIGURED FOR CUSTOMER, SATISFIES CUSTOMER'S LEGAL AND REGULATORY OBLIGATIONS.

14. INDEMNIFICATION

14.1 **Zyter Infringement Indemnity.** (a) Zyter will defend Customer and its Affiliates, and their respective officers, directors, and employees, against any third-party claim, suit, or proceeding alleging that the Service, as provided by Zyter and used by Customer in accordance with this Agreement, infringes a United States patent or a copyright, or misappropriates a trade secret, of that third party, and will pay all damages and costs finally awarded against Customer by a court of competent jurisdiction or agreed to by Zyter in a written settlement.

(b) If the Service is, or in Zyter's reasonable opinion is likely to become, the subject of such a claim, Zyter may, at its option and expense, (i) procure for Customer the right to continue using the Service; (ii) modify the Service so that it is non-infringing; or (iii) replace the Service with functionality that is substantially equivalent. If none of these options is commercially reasonable, Zyter may terminate the affected Order and refund any prepaid Fees for the affected Subscribed Module covering the remainder of the Subscription Term after the effective date of termination.

(c) Zyter has no obligation under this Section 14.1 for any claim to the extent based on (i) use of the Service other than in accordance with this Agreement and the Documentation; (ii) continued use of the Service after Zyter has notified Customer to stop use because of the claim or has provided a modification or replacement under Section 14.1(b); (iii) modification of the Service by anyone other than Zyter; (iv) combination of the Service with products, services, data, or processes not provided by Zyter, where the claim would not have arisen but for the combination; (v) Customer Data, Input, Clinical Content provided by Customer, or specifications provided by Customer; (vi) AI Output and the other matters excluded under Section 6.1 of Exhibit A; or (vii) Preview Features.

(d) THIS SECTION 14.1 STATES ZYTER'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS.

14.2 **Customer Indemnity.** Customer will defend Zyter, its Affiliates, licensors, and Model Providers, and their respective officers, directors, employees, and agents, against any third-party claim, suit, or proceeding (including any governmental or regulatory action) arising out of or relating to (a) Customer Data, including any claim that Customer Data or its use infringes, misappropriates, or violates any intellectual property, privacy, publicity, or other right, or violates applicable law, and any liability arising from Zyter's processing of Customer Data in accordance with Customer's instructions; (b) use of the Service by Customer or its Authorized Users in violation of this Agreement or applicable law; (c) combination of the Service with any software, hardware, products, data, or services not provided by Zyter; (d) Clinical Content used by Customer, and any clinical, coverage, eligibility, utilization, or care management decision made by or on behalf of Customer; (e) services that Customer provides to any Served Entity; or (f) the matters described in Section 6.2 of Exhibit A; and Customer will pay all damages, fines, penalties, and costs finally awarded or agreed to by Customer in a written settlement.

14.3 **Procedure.** The indemnified party will (a) give the indemnifying party prompt written notice of the claim, provided that any delay relieves the indemnifying party of its obligations only to the extent it is prejudiced by the delay; (b) give the indemnifying party sole control of the defense and settlement of the claim, provided that the indemnifying party may not, without the indemnified party's prior written consent (not to be unreasonably withheld), enter into any settlement that imposes any obligation or admission of fault on the indemnified party; and (c) provide reasonable cooperation at the indemnifying party's expense. The indemnified party may participate in the defense with counsel of its own choosing at its own expense.

15. LIMITATION OF LIABILITY

15.1 **Exclusion of Certain Damages.** EXCEPT FOR THE MATTERS DESCRIBED IN SECTION 15.4, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STATUTE, OR OTHERWISE, FOR ANY LOST PROFITS, LOST REVENUE, COVER, OR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION 15.1 DOES NOT LIMIT

AMOUNTS PAYABLE TO THIRD PARTIES UNDER A PARTY'S INDEMNIFICATION OBLIGATIONS, WHICH ARE SUBJECT TO SECTION 15.3.

15.2 **General Cap.** EXCEPT AS PROVIDED IN SECTIONS 15.3 AND 15.4, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE (THE **"GENERAL CAP"**).

15.3 **Enhanced Cap.** FOR (A) CUSTOMER'S BREACH OF SECTION 3.4 OR SECTION 2.2 OF EXHIBIT A, (B) CUSTOMER'S DEFENSE AND INDEMNIFICATION OBLIGATIONS UNDER SECTION 14.2 AND EXHIBIT A, AND (C) ZYTER'S DEFENSE AND INDEMNIFICATION OBLIGATIONS UNDER SECTION 14.1, EACH PARTY'S TOTAL AGGREGATE LIABILITY WILL NOT EXCEED TWO (2) TIMES THE GENERAL CAP (THE **"ENHANCED CAP"**). THE ENHANCED CAP IS SEPARATE FROM, AND AMOUNTS PAID UNDER IT DO NOT REDUCE, THE GENERAL CAP.

15.4 **Exclusions from Limitations.** THE LIMITATIONS IN SECTIONS 15.1 THROUGH 15.3 DO NOT APPLY TO (A) CUSTOMER'S OBLIGATION TO PAY FEES; OR (B) A PARTY'S INFRINGEMENT, MISAPPROPRIATION, OR MISUSE OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, INCLUDING CUSTOMER'S USE OF THE SERVICE BEYOND THE SCOPE OF SECTION 3.1.

15.5 **Application.** The limitations in this Section 15 apply regardless of the theory of liability and even if any limited remedy fails of its essential purpose. The parties agree that this Section 15 reflects a reasonable allocation of risk and is reflected in the Fees. Section 7 of Exhibit A applies in addition to this Section 15.

15.6 **AWS.** AWS has no liability to Customer under this Agreement.

16. PUBLIC SECTOR CUSTOMERS

16.1 **Applicability.** This Section 16 applies if Customer is a United States federal, state, local, or tribal governmental entity or agency (a **"Public Sector Customer"**), and prevails over any conflicting provision of this Agreement.

16.2 **Conflicts with Applicable Law.** To the extent any provision of this Agreement is prohibited by or unenforceable against a Public Sector Customer under the law applicable to it, that provision applies only to the extent permitted by that law and is deemed modified to the minimum extent necessary. This includes provisions regarding (a) Customer's defense and indemnification obligations; (b) governing law, venue, and dispute resolution; (c) attorneys' fees, interest, and late charges; (d) automatic renewal and obligations to pay Fees in advance of an appropriation; (e) Zyter's ability to update this Agreement under Section 2.5, which will not apply to a Public Sector Customer absent its written agreement; and (f) confidentiality obligations, which are subject to applicable public records laws.

16.3 **Federal Customers.** If Customer is a United States federal agency: (a) this Agreement is governed by the federal law of the United States, and, to the extent federal law does not apply, by the laws of the State of Maryland; (b) disputes are subject to the Contract Disputes Act, 41 U.S.C. §§ 7101 through 7109, to the extent applicable; (c) the Service and Documentation are "commercial computer software" and "commercial computer software documentation" developed exclusively at private expense, and are

provided under 48 C.F.R. § 12.212 for civilian agencies and 48 C.F.R. § 227.7202 for the Department of Defense with only the rights set forth in this Agreement; and (d) any provision that would be unenforceable under FAR 52.232-39 (Unenforceability of Unauthorized Obligations) does not apply.

16.4 **State and Local Customers.** If Customer is a state, local, or tribal governmental entity, this Agreement is governed by the laws of Customer's jurisdiction to the extent those laws so require, and otherwise by Section 18.1.

17. COMPLIANCE

17.1 **Compliance with Laws.** Each party will comply with all laws and regulations applicable to its performance under this Agreement, including HIPAA. Customer is solely responsible for its compliance with the laws, regulations, and program requirements applicable to its business, including insurance, utilization review, licensure, Medicare and Medicaid program, nondiscrimination, and artificial intelligence laws, and for determining whether its use of the Service, as configured for Customer, satisfies those requirements.

17.2 **Export and Sanctions.** Customer will not directly or indirectly export, re-export, or transfer the Service, including any Foundation Model accessed through it, in violation of United States or other applicable export control or economic sanctions laws, including the Export Administration Regulations, or to any person or entity on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons, the U.S. Commerce Department's Denied Persons List or Entity List, or any similar list. Customer will not access or use the Service from any country or region subject to comprehensive U.S. sanctions. Customer represents and warrants that it is not located in, under the control of, or a national or resident of any such country or region, and is not on any such list.

17.3 **Regulatory Changes.** Zyter may modify the Service as reasonably necessary to comply with changes in applicable law, regulatory guidance, or accreditation standards, and such modifications will not constitute a breach of this Agreement.

18. GENERAL

18.1 **Governing Law; Venue.** This Agreement is governed by the laws of the State of Maryland, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply. Subject to Section 18.2, each party submits to the exclusive jurisdiction and venue of the state courts located in Montgomery County, Maryland and the United States District Court for the District of Maryland, except that Zyter may bring an action to prevent misuse of the Service or infringement of its intellectual property rights in any court of competent jurisdiction.

18.2 **Dispute Resolution.** Except for disputes regarding non-payment of Fees, breach of confidentiality, or a party seeking injunctive relief, before commencing any legal action under this Agreement the parties will attempt in good faith to resolve the dispute through discussions between their senior representatives. If the dispute is not resolved within thirty (30) days, the parties will submit it to non-binding mediation before a mutually agreed mediator, at a mutually convenient location or by videoconference. Each party will bear its own costs, and the parties will share the mediator's fees equally. If the dispute is not resolved within thirty (30) days after mediation begins, either party may commence legal action in accordance with Section 18.1. Arbitration is not a permitted method of resolving disputes under this Agreement.

18.3 **Attorneys' Fees.** In any action arising from or relating to this Agreement, the prevailing party is entitled to recover its reasonable attorneys' fees, costs, and expenses from the non-prevailing party, except as provided in Section 18.2 with respect to the costs of mediation.

18.4 **Assignment.** Neither party may assign this Agreement or delegate its obligations without the other party's prior written consent, which will not be unreasonably withheld or delayed, except that (a) Zyter may, without consent, assign any Fees owed under this Agreement, or assign this Agreement to an Affiliate or to a successor by merger, consolidation, or acquisition of all or substantially all of its business or assets; and (b) Customer may, without consent, assign this Agreement to an Affiliate or to a successor by merger, consolidation, or acquisition of all or substantially all of its business or assets, provided that Customer gives Zyter written notice, the assignee agrees in writing to be bound by this Agreement, the assignee does not provide products or services competitive with the Service, the assignee pays any Fee adjustment stated in the Order, and any transfer of the AWS Marketplace subscription complies with AWS procedures. Any other attempted assignment is void. This Agreement binds and benefits the parties' permitted successors and assigns.

18.5 **Force Majeure.** Except for payment obligations, neither party is liable for any failure or delay in performance caused by events beyond its reasonable control, including acts of God, natural disasters, pandemics, epidemics, acts of government, war, terrorism, civil unrest, labor disputes (other than those involving the affected party's own employees), failures of public utilities or communications networks, and failures of third-party hosting providers.

18.6 **Independent Contractors.** The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, fiduciary, or employment relationship, and neither party has authority to bind the other.

18.7 **Notices.** Notices of breach, termination, or an indemnifiable claim must be in writing and delivered by nationally recognized overnight courier or certified mail, return receipt requested, or by email with confirmation of receipt. Notices to Zyter must be sent to Zyter, Inc., 2600 Tower Oaks Blvd, Suite 700, Rockville, MD 20852, Attention: General Counsel. Notices to Customer will be sent to the address or email associated with Customer's AWS account or as Customer otherwise designates in writing. Operational notices may be given by email or through the Service. Notices are effective upon receipt.

18.8 **Insurance.** During the term of this Agreement, each party will maintain, at its own expense, insurance coverage adequate to cover its obligations under this Agreement and consistent with the normal practices of similarly situated companies, with insurers rated A or better by A.M. Best or through a qualified self-insurance program. If any coverage is on a claims-made basis, the party will maintain or purchase tail coverage for claims arising from acts or omissions during the term. Each party will provide a certificate of insurance upon request.

18.9 **Records and Audit.** During the term of this Agreement and for two (2) years after, Customer will maintain accurate records sufficient to verify its compliance with the Usage Metrics and this Agreement. No more than once in any twelve (12) month period, upon at least thirty (30) days' prior written notice, Zyter or its independent auditor may audit those records during normal business hours, subject to reasonable confidentiality obligations. If an audit reveals that Customer has underpaid Fees, Customer will promptly pay the underpayment at the rates in the Order, plus interest under Section 7.5, and, if the underpayment exceeds five percent (5%) of the Fees due for the audited period, the reasonable cost of the audit.

18.10 **Publicity.** Neither party will issue any press release, public announcement, advertisement, or other publicity concerning this Agreement or the relationship between the parties, or use the other party's name or marks, without the other party's prior written consent.

18.11 **Entire Agreement; Amendment; Waiver; Severability.** This Agreement is the entire agreement between the parties regarding its subject matter and supersedes all prior and contemporaneous agreements, proposals, and understandings, whether written or oral. Except as provided in Section 2.5, this Agreement may be amended only by a written instrument signed by both parties or by custom terms in a Private Offer accepted by Customer. No failure or delay in exercising any right is a waiver of that right. If any provision is held invalid or unenforceable, it will be modified to the minimum extent necessary to make it enforceable in a manner that best accomplishes its original objective, and the remaining provisions will remain in full force and effect.

18.12 **Third-Party Beneficiaries.** There are no third-party beneficiaries of this Agreement, except the indemnified parties under Section 14 and the licensors identified in Exhibit C to the extent stated in Exhibit C.

18.13 **Electronic Acceptance.** This Agreement may be accepted electronically through AWS Marketplace, and such acceptance is binding without a handwritten signature. Any SOW or amendment may be executed in counterparts and by electronic signature.

18.14 **Interpretation.** The words "include," "includes," and "including" mean "including without limitation." Headings are for convenience only and do not affect interpretation. No provision will be construed against a party because that party drafted it.

EXHIBIT A
AI PLATFORM TERMS

This Exhibit A is part of the Agreement and applies to the AI Platform Tools and AI Output. Capitalized terms used but not defined in this Exhibit A have the meanings given in the Agreement.

1. DEFINITIONS

1.1 **"AI Output"** means any output, response, content, prediction, classification, recommendation, score, summary, draft, action, or other result generated by or returned from any AI Platform Tool, in any form.

1.2 **"AI Platform Tools"** means Zyter Symphony, Zyter Praxis, and any artificial intelligence, machine learning, deep learning, natural language processing, generative AI, large language model, agentic, or similar features, functionality, models, algorithms, or tools that Zyter makes available as part of or in connection with the Service, whether developed by Zyter, licensed by Zyter from a Model Provider, or hosted by or on behalf of Zyter.

1.3 **"Foundation Model"** means a general-purpose machine learning model, including any large language model, that is trained on broad data and can be adapted to a wide range of downstream tasks.

1.4 **"Input"** means any data, text, prompt, instruction, file, document, image, or other content submitted to, entered into, or otherwise provided to an AI Platform Tool by or on behalf of Customer, its Authorized Users, or any Served Entity.

1.5 **"Model Provider"** means any third party that develops, trains, hosts, or otherwise makes available a Foundation Model or other AI model or component that is incorporated into, accessed by, or used in connection with the AI Platform Tools.

1.6 **"Permitted AI Use"** means use of the AI Platform Tools solely (a) by Authorized Users; (b) for Customer's internal business purposes within the scope of the Subscribed Modules; (c) in accordance with the Documentation, this Exhibit A, and the Agreement; and (d) subject at all times to meaningful review by a qualified individual before any AI Output is used to inform or take any action that has a legal, medical, clinical, financial, or similarly significant effect on any individual.

1.7 **"Training"** means the use of any data or content to train, retrain, fine-tune, distill, calibrate, or otherwise develop any machine learning model, including any Foundation Model.

1.8 **"Zyter Symphony"** and **"Zyter Praxis"** mean, respectively, Zyter's proprietary AI orchestration control plane and Zyter's AI-powered workflow and outcomes engine, including all features, functionality, models, algorithms, user interfaces, application programming interfaces, configurations, prompts, system instructions, and documentation that comprise them, as updated, modified, supplemented, rebranded, or replaced by Zyter from time to time. **"Zyter," "Zyter Symphony," "Zyter Praxis,"** and **"TruCare"** are trademarks of Zyter.

2. SCOPE, PERMITTED USE, AND PROHIBITED USE

2.1 **Access to AI Platform Tools.** The AI Platform Tools are part of the Service and are subject to all license grants, restrictions, and protections applicable to the Service under the Agreement. Customer may access and use the AI Platform Tools included in its Subscribed Modules solely for Permitted AI Use.

2.2 **Prohibited AI Use.** Customer shall not, and shall not permit any Authorized User or other person to, do any of the following with respect to the AI Platform Tools or AI Output (each, a **"Prohibited AI Use"**):

(a) use any AI Platform Tool or AI Output to make, or as the sole basis for, any decision that has a legal, medical, clinical, financial, or similarly significant effect on any individual, including decisions regarding diagnosis, treatment, denial or modification of care, coverage, eligibility, medical necessity, level of care, utilization review, credit, or employment, without independent and meaningful review by a qualified human professional;

(b) use the AI Platform Tools or AI Output in any manner inconsistent with the Documentation, this Exhibit A, the Agreement, or applicable law, including HIPAA, Section 1557 of the Affordable Care Act and its implementing regulations governing nondiscrimination in patient care decision support tools, the Federal Food, Drug, and Cosmetic Act, and any applicable law governing artificial intelligence, automated decision-making, or consumer protection;

(c) use the AI Platform Tools or AI Output to develop, train, evaluate, benchmark, or improve any product, service, model, or technology that competes with the Service, the AI Platform Tools, or any other Zyter technology, or to provide services to any such competitor;

(d) use the AI Platform Tools or AI Output for Training of any model that is not provided by or for Zyter;

(e) submit as Input any data that Customer does not have all necessary rights and authorizations to submit, or that would cause Zyter or any Model Provider to violate applicable law or any obligation owed to a third party;

(f) attempt to reverse engineer, extract, replicate, or derive the weights, parameters, architecture, training data, system prompts, or other proprietary elements of any AI Platform Tool or Foundation Model, or attempt to circumvent any rate limit, content filter, safety control, guardrail, or usage restriction; or

(g) use the AI Platform Tools or AI Output for high-risk, life-safety, or emergency applications, or in any setting where failure of the AI Platform Tools could reasonably be expected to result in death, personal injury, or severe environmental or property damage.

2.3 **Human Oversight.** The AI Platform Tools are intended to assist, and not to replace, qualified human professionals. Customer is solely responsible for (a) reviewing all AI Output before use; (b) determining whether AI Output is appropriate, accurate, and reliable for Customer's intended purpose; and (c) ensuring that all decisions affecting any individual are made by a qualified human reviewer in accordance with applicable law and Customer's clinical, operational, and compliance policies. Customer's failure to provide such human oversight is a material breach of the Agreement.

2.4 **Model Providers and Changes.** The AI Platform Tools may be powered, in whole or in part, by Foundation Models or other components provided by Model Providers, which may modify, deprecate, retire, retrain, or replace them from time to time. Zyter may, without liability to Customer, (a) add, remove, replace, or substitute any Model Provider or Foundation Model; (b) modify the features, functionality, behavior, or availability of any AI Platform Tool, including prompts, system instructions, content filters, and guardrails; and (c) suspend or discontinue any AI Platform Tool, provided that Zyter will use commercially reasonable efforts to give reasonable prior notice of any material discontinuation. If a

discontinuation or change under this Section 2.4 materially reduces the overall core functionality of a Subscribed Module, Section 4.2 of the Agreement applies.

2.5 **Model Provider Terms.** Customer's use of the AI Platform Tools is also subject to the acceptable use policies and usage restrictions of the applicable Model Providers that Zyter makes available to Customer upon request (**"Pass-Through Terms"**). Customer's violation of any Pass-Through Term is a breach of the Agreement.

3. DATA, PROTECTED HEALTH INFORMATION, AND TRAINING

3.1 **Customer Responsibility for Input.** As between the parties, Customer is solely responsible for all Input. Customer represents and warrants that (a) it has obtained all consents, authorizations, and rights necessary for Zyter and each Model Provider to receive, process, and store Input and generate AI Output in accordance with the Agreement; and (b) Input does not and will not violate applicable law or the rights of any third party.

3.2 **Protected Health Information.** To the extent Input includes PHI, that PHI is governed by Exhibit B or Customer's separate business associate agreement with Zyter, as applicable. Zyter will (a) require each Model Provider that has access to PHI to agree to restrictions and conditions consistent with the requirements of HIPAA applicable to subcontractors of business associates; and (b) not use or disclose PHI other than as permitted by Exhibit B and the Agreement.

3.3 **Use of Input and AI Output by Zyter.** Zyter and its Model Providers may process Input and generate AI Output as necessary to provide the AI Platform Tools and the Service to Customer. Zyter may also use Input and AI Output to monitor, troubleshoot, evaluate, secure, and maintain the quality, safety, and performance of the Service provided to Customer. Zyter will not use Input, AI Output, or other Customer Data for Training of any Foundation Model, or of any other model that is made available to customers other than Customer, without Customer's prior written consent, which may be given in a Private Offer. Zyter will not authorize any Model Provider to use Input or AI Output for Training of the Model Provider's models. This Section 3.3 does not limit Zyter's rights in Aggregated Data under Section 10.3 of the Agreement.

3.4 **Subcontractors.** Model Providers and other third-party service providers that Zyter uses to provide the AI Platform Tools are subcontractors of Zyter and, where applicable, subcontractors of a business associate under Exhibit B. Zyter will maintain a list of the material Model Providers used in connection with the AI Platform Tools and make it available to Customer upon written request. Zyter's addition or substitution of a Model Provider is not a breach of the Agreement, provided Zyter remains responsible for the Model Provider's performance to the extent required by Exhibit B and applicable law.

4. OWNERSHIP

4.1 **AI Platform Tools.** As between the parties, Zyter, its licensors, and its Model Providers own all right, title, and interest, including all intellectual property rights, in and to the AI Platform Tools, the Foundation Models, and all prompts, system instructions, model weights, parameters, configurations, and training data (other than Customer Data), and all improvements, modifications, and derivative works of any of them.

4.2 **AI Output.** Subject to Customer's compliance with the Agreement, as between the parties, Customer owns AI Output generated for Customer through its permitted use of the AI Platform Tools, solely to the extent (a) the AI Output is sufficiently original to be subject to ownership rights; and (b) such

ownership does not conflict with the rights of Zyter, any Model Provider, or any third party in the underlying AI Platform Tools, Foundation Models, or training data. AI Output may not be unique, and similar or identical AI Output may be generated for others. Zyter makes no representation or warranty that AI Output is original or non-infringing.

4.3 **License to Zyter.** Customer grants Zyter a non-exclusive, worldwide, royalty-free license to use, host, reproduce, modify, and create derivative works of Input and AI Output as necessary to (a) exercise its rights under Section 3.3; (b) comply with applicable law and respond to lawful requests; and (c) detect, prevent, and investigate fraud, abuse, security incidents, and violations of the Agreement.

5. NO WARRANTY FOR AI OUTPUT; AI OUTPUT IS NOT ADVICE

5.1 **Disclaimer.** THE WARRANTY IN SECTION 13.2 OF THE AGREEMENT APPLIES TO THE OPERATION OF THE AI PLATFORM TOOLS AS DESCRIBED IN THE DOCUMENTATION. EXCEPT FOR THAT WARRANTY, THE AI PLATFORM TOOLS AND ALL AI OUTPUT ARE PROVIDED **"AS IS"** AND "AS AVAILABLE," WITH ALL FAULTS, AND ZYTER AND ITS MODEL PROVIDERS AND OTHER LICENSORS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS, NON-INFRINGEMENT, TITLE, OR QUIET ENJOYMENT. WITHOUT LIMITING THE FOREGOING, ZYTER MAKES NO WARRANTY OF ANY KIND REGARDING THE CONTENT, ACCURACY, COMPLETENESS, OR SUITABILITY OF ANY AI OUTPUT.

5.2 **Customer Acknowledgments.** CUSTOMER ACKNOWLEDGES AND AGREES THAT:

(a) AI OUTPUT IS PROBABILISTIC, NON-DETERMINISTIC, AND MAY VARY ACROSS USES;

(b) AI OUTPUT MAY BE INACCURATE, INCOMPLETE, MISLEADING, FABRICATED, BIASED, OFFENSIVE, OUT OF DATE, OR OTHERWISE UNSUITABLE FOR CUSTOMER'S INTENDED USE;

(c) AI OUTPUT DOES NOT CONSTITUTE, AND IS NOT A SUBSTITUTE FOR, MEDICAL, CLINICAL, LEGAL, FINANCIAL, ACTUARIAL, OR OTHER PROFESSIONAL ADVICE OF ANY KIND;

(d) AI OUTPUT MAY REPRODUCE OR RESEMBLE CONTENT GENERATED FOR OTHER CUSTOMERS OR THIRD PARTIES;

(e) CUSTOMER IS RESPONSIBLE FOR INDEPENDENTLY VERIFYING THE ACCURACY, APPROPRIATENESS, AND COMPLIANCE OF ALL AI OUTPUT BEFORE RELYING OR ACTING ON IT; AND

(f) ZYTER DOES NOT MONITOR, POLICE, OR CONTROL THE CONTENT, NATURE, OR ACCURACY OF AI OUTPUT, AND ZYTER'S TREATMENT OF AI OUTPUT IS ANALOGOUS TO ITS TREATMENT OF CLINICAL CONTENT UNDER SECTION 4.3 OF THE AGREEMENT.

5.3 **No Medical Device.** The AI Platform Tools are not designed, intended, or authorized for use as a medical device, as a substitute for professional medical judgment, or for any use that would cause the AI Platform Tools to constitute a "device" within the meaning of Section 201(h) of the Federal Food, Drug,

and Cosmetic Act or similar law. Customer will not use the AI Platform Tools in any manner that would require regulatory clearance, authorization, or approval that Zyter has not obtained.

6. INDEMNIFICATION

6.1 **Zyter Infringement Indemnity.** Section 14.1 of the Agreement applies to the AI Platform Tools, except that Zyter has no obligation to defend or indemnify Customer for any claim arising out of or relating to (a) AI Output, including any claim that AI Output infringes, misappropriates, or violates any third-party intellectual property right; (b) Input; (c) the training data, prompts, system instructions, or other proprietary elements of any Foundation Model; (d) use of AI Output in a manner not expressly authorized by the Documentation or the Agreement; (e) combination of AI Output with any content, product, or service not provided by Zyter; or (f) modification of AI Output by Customer or any third party. To the extent any Model Provider extends an intellectual property indemnity in respect of AI Output that by its terms may be passed through to Customer, Zyter will use commercially reasonable efforts to make it available to Customer, and that pass-through indemnity will be Customer's sole and exclusive remedy with respect to AI Output.

6.2 **Customer Indemnity for AI Use.** In addition to its obligations under Section 14.2 of the Agreement, Customer will defend Zyter, its Affiliates, licensors, and Model Providers, and their respective officers, directors, employees, and agents, against any third-party claim, suit, proceeding, or regulatory action, and pay all resulting damages, fines, penalties, settlements, and costs, arising out of or relating to (a) any Input, including any claim that Input infringes, misappropriates, or violates the intellectual property, privacy, publicity, or other rights of any third party, or violates HIPAA, Exhibit B, or other applicable law; (b) Customer's use of, reliance on, distribution of, or failure to verify any AI Output; (c) any decision made by or on behalf of Customer in reliance on AI Output, including any clinical, coverage, eligibility, or care management decision; (d) any Prohibited AI Use; (e) Customer's breach of the Pass-Through Terms; or (f) Customer's failure to provide the human oversight required by Section 2.3. Section 14.3 of the Agreement applies to this Section 6.2.

7. LIMITATION OF LIABILITY

7.1 **Application of Section 15.** Section 15 of the Agreement applies in full to the AI Platform Tools and all AI Output, whether a claim arises in contract, tort (including negligence), warranty, statute, or otherwise.

7.2 **Additional Disclaimer of Damages.** WITHOUT LIMITING SECTION 15 OF THE AGREEMENT, IN NO EVENT WILL ZYTER OR ANY OF ITS MODEL PROVIDERS, LICENSORS, AFFILIATES, OR SUPPLIERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGES (INCLUDING DIRECT DAMAGES) ARISING OUT OF OR RELATING TO (A) ANY CLINICAL, MEDICAL, COVERAGE, ELIGIBILITY, OR OTHER DECISION MADE OR INFORMED BY AI OUTPUT; (B) ANY INACCURACY, FABRICATION, BIAS, OR OTHER DEFECT IN THE CONTENT OF AI OUTPUT; OR (C) CUSTOMER'S FAILURE TO PROVIDE HUMAN REVIEW OF AI OUTPUT AS REQUIRED BY THIS EXHIBIT A.

8. COMPLIANCE

8.1 **Customer Compliance Obligations.** Customer is solely responsible for determining whether its use of the AI Platform Tools complies with all laws, regulations, and accreditation standards applicable to Customer's business, including HIPAA; Section 1557 of the Affordable Care Act and the U.S. Department of Health and Human Services' rule on Nondiscrimination in Health Programs and Activities, including 45

C.F.R. § 92.210; state and federal insurance and utilization review laws; state laws governing artificial intelligence or automated decision-making (including those of Colorado, Illinois, Texas, California, Washington, and New York City); and any laws requiring notice to or consent from individuals whose data is processed by AI systems. Customer will provide all such notices and obtain all such consents.

8.2 **Zyter Compliance Information.** Upon Customer's reasonable written request, Zyter will make available information regarding the AI Platform Tools (including, where reasonably available, model cards, system cards, or transparency documentation provided by the relevant Model Provider) reasonably necessary for Customer to satisfy its compliance obligations, subject to Section 11 of the Agreement. Zyter is not required to disclose training data, model weights, system prompts, or other proprietary or third-party confidential information.

8.3 **Regulatory Changes.** Zyter may modify, suspend, replace, or otherwise update the AI Platform Tools as reasonably necessary to comply with changes in applicable law, regulatory guidance, accreditation standards, governmental requirements, or Model Provider requirements, and such modifications will not constitute a breach of the Agreement.

9. SECURITY

Zyter will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Input and AI Output, consistent with the safeguards Zyter applies to the Service generally. AI systems are subject to unique risks, including prompt injection, data extraction, and model evasion attacks, and no safeguards can eliminate such risks entirely. Customer will implement reasonable controls on its side, including controls over which users may submit Input and access AI Output, and will promptly notify Zyter of any suspected security incident involving the AI Platform Tools.

10. SUSPENSION AND TERMINATION OF AI PLATFORM TOOLS

10.1 **Suspension.** In addition to Zyter's rights under Section 9 of the Agreement, Zyter may suspend Customer's access to all or any part of the AI Platform Tools immediately upon notice if Zyter reasonably determines that (a) Customer is engaged in a Prohibited AI Use; (b) Customer's use of the AI Platform Tools poses a security, legal, or reputational risk to Zyter or any Model Provider; (c) a Model Provider has required the suspension; or (d) the suspension is required by applicable law. Zyter has no liability for any such suspension, and Customer is not entitled to any refund, credit, or extension of the Subscription Term as a result of it.

10.2 **Termination for Cause.** Zyter may terminate Customer's access to the AI Platform Tools immediately upon written notice if Customer breaches Section 2.2, 2.3, or 3.1 of this Exhibit A. Such termination does not terminate the Agreement, and Customer will continue to have access to the remaining portions of its Subscribed Modules for the remainder of the Subscription Term, without any refund or credit for the terminated AI Platform Tools.

10.3 **Effect of Termination.** Upon termination of Customer's access to the AI Platform Tools, Customer will immediately cease all use of the AI Platform Tools and, in the case of termination under Section 10.2, all use of AI Output, except to the extent retention of AI Output is required by applicable law or Customer's document retention policies. Sections 3, 4, 5, 6, 7, 8, and this Section 10.3 survive any termination of Customer's access to the AI Platform Tools or of the Agreement.

EXHIBIT B
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (**"BAA"**) is part of the Agreement between Zyter, Inc. (**"Business Associate"**) and Customer (**"Covered Entity"**). It applies as provided in Section 10.5 of the Agreement and is effective on the earlier of the date Customer first submits PHI to the Service or the date Customer accepts the Agreement (the **"BAA Effective Date"**). If Customer is itself a business associate of a covered entity, Business Associate acts as Customer's subcontractor, references to **"Covered Entity"** mean Customer, and Business Associate's obligations under this BAA run to Customer only.

1. DEFINITIONS

1.1 **"HIPAA Rules"** means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and 164, as amended by the Health Information Technology for Economic and Clinical Health Act (**"HITECH Act"**), as in effect from time to time.

1.2 **"PHI"** means protected health information, as defined in 45 C.F.R. § 160.103, that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity under the Agreement, and includes electronic PHI.

1.3 The following terms have the meanings given in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and Use. Other capitalized terms have the meanings given in the Agreement.

2. OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 **Use and Disclosure.** Business Associate will not Use or Disclose PHI other than as permitted or required by this BAA or as Required By Law.

2.2 **Safeguards.** Business Associate will use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent Use or Disclosure of PHI other than as provided by this BAA.

2.3 **Reporting.** Business Associate will report to Covered Entity (a) any Use or Disclosure of PHI not provided for by this BAA of which it becomes aware, including any Breach of Unsecured PHI as required by 45 C.F.R. § 164.410; and (b) any Security Incident of which it becomes aware. Business Associate will report a Breach of Unsecured PHI without unreasonable delay and in no event later than seven (7) calendar days after confirmed discovery. The report will include, to the extent known, the identification of each Individual whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired, used, or disclosed, and the other information Covered Entity is required to include in its notification under 45 C.F.R. § 164.404(c), supplemented promptly as additional information becomes available.

2.4 **Unsuccessful Security Incidents.** The parties acknowledge that unsuccessful attempts at unauthorized access, Use, Disclosure, modification, or destruction of information, or interference with system operations (such as pings, port scans, denial of service attempts, and unsuccessful log-on attempts), occur routinely. This Section 2.4 constitutes notice of such unsuccessful Security Incidents, and no further notice is required, provided they do not result in unauthorized access to, or Use or Disclosure of, PHI.

2.5 **Breach Notification.** Covered Entity is responsible for providing any notification of a Breach of Unsecured PHI required by the HIPAA Rules to Individuals, the media, and the Secretary. Business

Associate will cooperate reasonably with Covered Entity in connection with such notifications. If the Breach results from Business Associate's breach of this BAA, Business Associate will reimburse Covered Entity for the reasonable, documented costs of the notifications required by the HIPAA Rules, subject to Section 15 of the Agreement.

2.6 **Mitigation.** Business Associate will mitigate, to the extent practicable, any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this BAA.

2.7 **Subcontractors.** In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate will ensure that any Subcontractor that creates, receives, maintains, or transmits PHI on behalf of Business Associate agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such PHI.

2.8 **Access.** Within fifteen (15) days after Covered Entity's written request, Business Associate will make PHI maintained in a Designated Record Set available to Covered Entity as necessary for Covered Entity to satisfy its obligations under 45 C.F.R. § 164.524. If an Individual requests access directly from Business Associate, Business Associate will forward the request to Covered Entity within ten (10) business days.

2.9 **Amendment.** Business Associate will make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to under 45 C.F.R. § 164.526, or take other measures necessary to satisfy Covered Entity's obligations under that section.

2.10 **Accounting.** Business Associate will maintain the information required for Covered Entity to provide an accounting of Disclosures under 45 C.F.R. § 164.528 and will provide it to Covered Entity within fifteen (15) days after Covered Entity's written request.

2.11 **Restrictions.** Business Associate will comply with any restriction on the Use or Disclosure of PHI that Covered Entity has agreed to or is required to comply with under 45 C.F.R. § 164.522, to the extent Covered Entity notifies Business Associate of it in writing.

2.12 **Covered Entity Obligations Carried Out by Business Associate.** To the extent Business Associate carries out any of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate will comply with the requirements of Subpart E that apply to Covered Entity in the performance of those obligations.

2.13 **Books and Records.** Business Associate will make its internal practices, books, and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Rules.

2.14 **Minimum Necessary.** Business Associate will request, Use, and Disclose only the Minimum Necessary PHI to accomplish the intended purpose, in accordance with 45 C.F.R. § 164.502(b) and Covered Entity's Minimum Necessary policies communicated to Business Associate in writing.

2.15 **Sale and Marketing.** Business Associate will not sell PHI or Use or Disclose PHI for marketing purposes, except as permitted by the HIPAA Rules and authorized by Covered Entity in writing.

3. PERMITTED USES AND DISCLOSURES

3.1 **Services.** Business Associate may Use and Disclose PHI as necessary to perform the Service and Professional Services for or on behalf of Covered Entity under the Agreement, provided that such Use or

Disclosure would not violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except as permitted in Sections 3.2 through 3.4.

3.2 **Management and Administration.** Business Associate may Use PHI for its proper management and administration and to carry out its legal responsibilities, and may Disclose PHI for those purposes if the Disclosure is Required By Law, or if Business Associate obtains reasonable assurances from the recipient that the PHI will be held confidentially and Used or further Disclosed only as Required By Law or for the purpose for which it was disclosed, and that the recipient will notify Business Associate of any instance of which it is aware in which the confidentiality of the PHI has been breached, as permitted by 45 C.F.R. § 164.504(e)(4).

3.3 **Data Aggregation.** Business Associate may Use PHI to provide Data Aggregation services relating to the Health Care Operations of Covered Entity, as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

3.4 **De-Identification.** Business Associate may Use PHI to create information that is de-identified in accordance with 45 C.F.R. § 164.514(a) through (c). De-identified information is not PHI, is not subject to this BAA, and may be used by Business Associate as permitted by the Agreement, including Section 10.3 of the Agreement and Exhibit A.

3.5 **Required By Law.** Business Associate may Use or Disclose PHI as Required By Law.

4. OBLIGATIONS OF COVERED ENTITY

4.1 **Notices.** Covered Entity will notify Business Associate in writing of (a) any limitation in its Notice of Privacy Practices; (b) any change in or revocation of an Individual's permission to Use or Disclose PHI; and (c) any restriction on the Use or Disclosure of PHI that Covered Entity has agreed to or is required to comply with, in each case to the extent it may affect Business Associate's Use or Disclosure of PHI.

4.2 **Permissible Requests.** Covered Entity will not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity, except as permitted in Section 3. Covered Entity will provide Business Associate only the Minimum Necessary PHI and will obtain any consents or authorizations required for Business Associate's Use and Disclosure of PHI under this BAA.

5. TERM AND TERMINATION

5.1 **Term.** This BAA is effective on the BAA Effective Date and continues until the Agreement terminates and all PHI has been returned or destroyed in accordance with Section 5.3.

5.2 **Termination for Cause.** If either party knows of a material breach of this BAA by the other party, it will give the breaching party written notice and an opportunity to cure the breach within a reasonable period not to exceed thirty (30) days. If the breaching party fails to cure within that period, or if cure is not possible, the non-breaching party may terminate this BAA and the portions of the Agreement that involve PHI upon written notice.

5.3 **Effect of Termination.** Upon termination of this BAA, Business Associate will (a) retain only the PHI necessary for its proper management and administration or to carry out its legal responsibilities; (b) return to Covered Entity or, if Covered Entity agrees, destroy all other PHI in any form; (c) continue to apply appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 for any retained electronic PHI; (d) not Use or Disclose retained PHI other than for the purposes for which it was retained; and (e)

return or destroy retained PHI when it is no longer needed for those purposes. If return or destruction is not feasible, Business Associate will extend the protections of this BAA to the PHI for as long as it is retained.

5.4 **Survival.** Business Associate's obligations under this Section 5 survive termination of this BAA.

6. MISCELLANEOUS

6.1 **Amendment.** The parties will take such action as is necessary to amend this BAA to comply with changes in the HIPAA Rules and other applicable law. Zyter may update this BAA by notice to Customer to the extent necessary to reflect changes in the HIPAA Rules.

6.2 **Interpretation.** Any ambiguity in this BAA will be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules. A reference to a section of the HIPAA Rules means that section as in effect or as amended.

6.3 **Relationship to the Agreement.** This BAA governs over any conflicting provision of the Agreement with respect to PHI. The indemnification and limitation of liability provisions of the Agreement apply to each party's performance under this BAA.

6.4 **Separate Business Associate Agreement.** If the parties have executed a separate business associate agreement covering the Service, that agreement supersedes this BAA.

6.5 **No Third-Party Beneficiaries.** Nothing in this BAA confers any rights or remedies on any person other than the parties.

6.6 **Governing Law.** Except to the extent preempted by federal law, this BAA is governed by the same law that governs the Agreement.

EXHIBIT C
THIRD-PARTY COMPONENT TERMS

Each Part of this Exhibit C applies only if Customer's Subscribed Modules include the applicable Third-Party Component. Customer's obligations under each Part run to Zyter and to the applicable licensor, which is an intended third-party beneficiary of that Part. In each Part, references to the **"Agreement"** mean this Agreement, and references to the **"Zyter Solution"** mean the Service.

PART 1: MCG END USER LICENSE AGREEMENT (TRUCARE GUIDEDCARE)

This Part 1 applies if Customer's Subscribed Modules include TruCare GuidedCare. For purposes of this Part 1, Customer is referred to as **"End User"** and Zyter is referred to as **"Reseller."**

The following terms, conditions and restrictions are between MCG and End User and are in addition to the terms and conditions of the Reseller's agreement with its End Users. Without limiting any of the terms, conditions and restrictions set forth in that agreement, the End User agrees as follows with respect to the MCG Licensed Solution. The MCG Licensed Solution shall be referred to in the End User Agreement as the **"MCG Solution"**.

1. **LICENSE GRANT; RESTRICTIONS ON USE.** End User is hereby granted a non-exclusive, non-transferable license to use the MCG Solution within the scope of the stated use and pursuant to any other applicable terms and conditions in the agreement with Reseller. The MCG Solution are copyrighted, and all right, title and interest in and to such program and all copies thereof are retained by MCG and/or its licensors. End User agrees that the MCG Products (and any updates thereto) will only be accessible by End User and its **"Authorized Users"** (as hereinafter defined). **"Authorized Users"** shall mean only End User's employees, contractors and/or physicians or other licensed professional health care staff having privileges at End User's hospital facilities, who are trained in the use of the MCG Solution and have a need to access and use such information contained in the MCG Solution. End User shall be responsible for ensuring that Authorized Users are informed of, and abide by, the terms and conditions of the license granted to you hereunder.

2. **DISCLAIMER OF WARRANTY.** END USER AGREES THAT THE MCG SOLUTION ARE PROVIDED ON AN **"AS IS"** BASIS, WITHOUT WARRANTY OF ANY KIND, AND ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, COMPLETENESS, ADEQUACY AND NONINFRINGEMENT OR WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OR TRADE ARE EXCLUDED BY MCG. MCG DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE ON AN UNINTERRUPTED OR ERROR-FREE BASIS, AND NO REPRESENTATION OR WARRANTY IS MADE AS TO THE SELECTION OR ACCURACY OF THE SOFTWARE GUIDELINES CONTENTS, OR WHETHER SUCH GUIDELINES CONTAINS AN IDENTICAL OR ACCURATE REPRODUCTION OF THE ORIGINAL LITERATURE OR SOURCE MATERIALS.

3. **ASSUMPTION OF RISK.** Without limitation of the disclaimer of warranties set forth in Section 2 above, End User acknowledges and agrees that:

> (a) While MCG has attempted to incorporate key literature into the MCG Solution, the MCG Solution are not all-inclusive or necessarily complete, and there may be omissions, typographical and other errors, conflicting information or inaccuracies in the MCG Solution.

(b) The clinical information contained in the MCG Solution is intended as a supplement to, and not a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, or other healthcare professionals in patient care or member support. The professional duty to the patient in providing healthcare services or member support lies solely with the healthcare professional providing patient care or member support services. MCG does not assume any responsibility for actions of End User or any Authorized Users which may result in any liability or damages due to malpractice, failure to warn, negligence or any other basis.

(c) End User and the other health care providers responsible for patient care or member support shall retain full responsibility for all decisions relating to patient care or member support, and the MCG Solution shall not be used as a substitute or replacement for diagnosis or treatment recommendations or other clinical decisions or judgment.

(d) The foregoing allocation of liability fairly reflects the economic circumstances and risks that End User and MCG are willing to undertake in view of the amounts paid and/or payable by End User for the license of the MCG Solution.

4. **LIMITATION OF LIABILITY; INDEMNITY.**

(a) IN NO EVENT WILL MCG BE LIABLE TO END USER FOR ANY DAMAGES, INCLUDING LOST REVENUES, PROFITS, DATA OR OTHER INFORMATION, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF THE USE OF OR INABILITY TO USE THE MCG SOLUTION OR ARISING OUT OF OR IN ANY OTHER WAY CONNECTED WITH THE LICENSE GRANTED TO END USER HEREIN, EVEN IF MCG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MCG'S TOTAL LIABILITIES, WHETHER ARISING UNDER CONTRACT OR OTHERWISE, ARE LIMITED TO THE FEES RECEIVED BY MCG HEREUNDER, SPECIFICALLY RELATING TO THE MCG PRODUCT.

(b) Indemnity. End User shall indemnify MCG and its affiliates and hold them harmless from and against any and all liabilities, damages (including but not limited to compensatory, consequential, special and punitive damages), interest, penalties, expenses, including but not limited to reasonable attorney's fees, and any other losses (collectively referred to as **"Losses"**) resulting from, or in connection with or arising out of any claim, action or proceeding, however styled, whether in court or not, by a third-party in any way involving MCG in which it is alleged that the End User or one of its employees, agents or professionals on staff in any way caused personal injury to the third-party or to another. Notwithstanding the foregoing, End User shall have no obligation to indemnify MCG and its affiliates from any Losses caused by the gross negligence or willful misconduct of MCG.

5. **NO THIRD PARTY RIGHTS.** All rights not expressly granted to End User herein shall be retained by MCG. Except as explicitly permitted by the terms of this Agreement, End User agrees not to, and shall not allow any third party to, transfer or electronically transmit to any computer or any destination outside of the Authorized Users over a network, via modem, or otherwise; rent; lease; copy; distribute; sublicense; sell; modify; decompile, disassemble, or otherwise reverse engineer in whole or in part, any of the MCG Solution, the MCG IP Rights or the documentation (the **"Documentation"**). Furthermore, End User shall not use, and shall not allow any third party to use, the MCG Solution, the MCG IP Rights, the Documentation or any portion thereof or any information contained therein, to develop a competitive product. End User hereby grants MCG and its authorized representatives access to End User's facilities

upon reasonable notice and during normal working hours to inspect and confirm End User's compliance with the terms of this Agreement. MCG's access shall not unreasonably disrupt the business of End User.

6. **POST-TERMINATION.** Following expiration or termination of this agreement for any reason other than End-User's breach, End User retains a perpetual, limited, non-transferable, non-exclusive license in the United States to continue to use any content from the License Solution that has been incorporated: a) into the medical records of patients or members of End User; b) into the End User's information system applications; c) into the End User's intranets; and d) in paper form, in each case without any further access to the evidence links incorporated within any such order sets, provided, however, that all restrictions on use set forth under this Agreement shall apply to such use.

7. **NO ASSIGNMENT.** This Agreement shall not be assigned by End User (voluntarily or by operation of law) without the prior written consent of MCG, and any attempted assignment shall be void without such written consent.

8. **GOVERNING LAW; VENUE.** The terms of this license shall be construed in accordance with the laws of the State of Washington, excluding that body of law known as conflicts of law and the United Nations Convention on Contracts for the International Sale of Goods.

9. **LIMITED WARRANTY AND REMEDIES RE AMERICAN MEDICAL ASSOCIATION CPT CODES.** The MCG Solution may contain CPT codes (the **"CPT File"**) which are copyrighted by the American Medical Association (the **"AMA"**) and published by MCG under license from the AMA. CPT is a registered trademark of the AMA. The inclusion of the CPT File in the MCG Solution is dependent on the existence of a contractual relationship between the AMA and MCG. End User acknowledges that the CPT File is provided "as is" and that the AMA makes no warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The AMA bears no responsibility for problems as to the quality or performance of the CPT File. The AMA has no responsibility for any servicing, repair or correction if the CPT File proves to be defective. AMA does not warrant that the data contained in the CPT File will meet End User's requirements or that the operation of the CPT File will be uninterrupted or without error. The AMA disclaims any liability for any consequences due to use, misuse or interpretation of information contained or not contained in the CPT File. End User acknowledges that in no event will AMA be liable to End User for any damages, including any lost profits, lost savings or other incidental, special or consequential damages for any claim by End User or any other party arising out of the use of the CPT File or the sequence, accuracy or completeness of the data contained in the CPT File. The AMA's sole responsibility with respect to the CPT File is to make available to MCG replacement copies of the CPT File if the CPT File is not intact.

PART 2: FICO BLAZE ADVISOR END USER LICENSE TERMS

This Part 2 applies if Customer's Subscribed Modules include functionality that uses the FICO Blaze Advisor rules engine. Customer agrees to comply with the following end user license terms for the FICO Blaze Advisor software (**"Fair Isaac Product"**).

1. Title to any Fair Isaac Product whether or not embedded within the Zyter Solution does not pass to Customer but remains with Fair Isaac Corporation (**"Fair Isaac"**).

2. Customer obtains only a non-exclusive, non-sublicensable limited copyright license to perform and display the Fair Isaac Product only in connection with the Zyter Solution for Customer's internal business purposes only and only within the United States and Canada. Under no circumstances shall Customer access or use the Fair Isaac Product on a stand-alone basis or in any other manner.

3. Customer shall not transfer or sublicense all or any portion of the Fair Isaac Product as embedded in the Zyter Solution to any third party or entity or permit the use or access of the Fair Isaac Product by any third party.

4. The Fair Isaac Product constitutes highly valuable property of Fair Isaac and contains trade secrets and confidential information owned by Fair Isaac. Customer shall observe complete confidentiality with respect to the Fair Isaac Product and all performance data, and Customer shall not disclose all or any portion thereof to any third party or entity, except to its employees as required in the course of their employment.

5. Customer shall not decompile, disassemble or otherwise reverse engineer the Fair Isaac Product.

6. The obligations set forth above shall survive any expiration of the term of the Agreement.

7. Fair Isaac has made no representations or warranties to Customer, and Customer shall look solely to Zyter with respect to any claim related to the Zyter Solution or the Fair Isaac Product. IN NO EVENT WILL FAIR ISAAC BE LIABLE UNDER ANY THEORY OF RECOVERY (INCLUDING BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, TORT AND STRICT LIABILITY) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME, PROFIT OR SAVINGS) OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE FAIR ISAAC PRODUCT, EVEN IF FAIR ISAAC HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE. WITHOUT LIMITING THE FOREGOING, FAIR ISAAC'S AGGREGATE LIABILITY IN CONNECTION WITH THE AGREEMENT UNDER ANY THEORY OF RECOVERY (INCLUDING BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, TORT AND STRICT LIABILITY) SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER (EXCLUDING IMPLEMENTATION FEES AND REIMBURSED EXPENSES) DURING THE TERM OF THE AGREEMENT.

8. Customer shall not remove or alter Fair Isaac's ownership, trademark, copyright or other proprietary notices on the Fair Isaac Product.

9. The Fair Isaac Product is commercial computer software and documentation developed exclusively at private expense. If acquired by or on behalf of a civilian agency, they will be subject to the terms and conditions of the Agreement as specified in 48 C.F.R. 12.212 of the Federal Acquisition Regulations and its successors. If acquired by or on behalf of the Department of Defense, they will be subject to the terms of this commercial computer software license as specified in 48 C.F.R. 227.7202, DFAR Supplement and its successors.

10. Customer shall not directly or indirectly export, re-export, or knowingly cause such export or re-export (including by download) the Fair Isaac Product in violation of U.S. laws, including without limitation the Export Administration Act of 1979, as amended, any successor legislation and Export Administration Regulations, to anyone on the United States Treasury Department's list of Specially Designated Nationals or Blocked Persons or the United States Commerce Department's Table of Denial Orders. Customer agrees to the foregoing and represents and warrants that Customer is not located under the control of, or a national or resident of any such country or on any such list.

PART 3: JASPERSOFT REPORTING COMPONENTS

This Part 3 applies if Customer's Subscribed Modules include reporting functionality that uses the Jaspersoft BI Enterprise reporting platform (**"Jaspersoft Components"**). Customer may use the Jaspersoft

Components solely as embedded in and in connection with the Service for Customer's internal business purposes. Customer shall not access or use the Jaspersoft Components on a standalone basis; copy, modify, decompile, disassemble, or reverse engineer them; or transfer, sublicense, or permit any third party to use them. Title to the Jaspersoft Components remains with their licensor. The licensor makes no representations or warranties to Customer and has no liability to Customer, and Customer shall look solely to Zyter with respect to any claim relating to the Jaspersoft Components.