

AVAAMO, INC.

TERMS AND CONDITIONS FOR AI AGENT PLATFORM SERVICES

These Terms and Conditions ("**Terms**") are entered into by and between Avaamo, Inc. ("**Avaamo**" or "**Provider**") and the healthcare provider organization identified as the customer on the applicable Order Form ("**Customer**"). These Terms are incorporated by reference into, and form part of, each Order Form that references or links to this document. By signing an Order Form that references these Terms, Customer agrees to be bound by them as of the date the Order Form is executed (the "**Effective Date**"). Avaamo and Customer are each a "**Party**" and together the "**Parties**."

Avaamo provides a conversational AI agent platform ("**Platform**") and related services ("**Services**") as further described in the applicable Order Form. Pricing, term length, and specific configuration details are set out in the Order Form, which together with these Terms forms the complete agreement between the Parties for the Services ordered (the "**Agreement**").

1. DEFINITIONS

"**Authorized User(s)**" means Customer's workforce members and other individuals authorized by Customer who are issued credentials to access the Platform.

"**Confidential Information**" means non-public information disclosed by either Party to the other that is designated as confidential or that, given its nature or the circumstances of disclosure, should reasonably be understood to be confidential.

"**Customer Data**" means any data or content submitted, posted, or made available through the Platform by or on behalf of Customer, its Authorized Users, or its patients or other end users, including any Protected Health Information ("**PHI**", as defined under HIPAA) that Customer or its Authorized Users submit to the Platform.

"**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations.

"**Order Form**" means the ordering document executed by Customer and Avaamo that references these Terms and sets out the Services purchased, pricing, and Subscription Term.

"**Subscription Term**" means the period during which Customer is authorized to access and use the Platform, as set out in the Order Form.

2. ACCESS TO AND USE OF THE PLATFORM

2.1 License Grant

Subject to Customer's compliance with this Agreement and payment of applicable fees, Avaamo grants Customer a non-exclusive, non-transferable, non-sublicensable right for Customer and its Authorized Users to access and use the Platform during the Subscription Term solely for Customer's internal business purposes as described in the Order Form.

2.2 Account Administration

Customer will designate at least one Authorized User to act as administrator and primary point of contact with Avaamo, and is responsible for all activity occurring under its Authorized Users' credentials.

2.3 Customer Data

As between the Parties, Customer owns all Customer Data and is solely responsible for its accuracy, legality, and for obtaining any consents needed to submit it to the Platform. Avaamo does not verify or endorse Customer Data. Customer Data older than twenty-four (24) months will be deleted from the Platform unless the Order Form specifies otherwise, and Avaamo will delete all Customer Data within forty-five (45) days of termination or expiration of the applicable Order Form, or earlier upon Customer's request.

2.4 Restrictions

Customer will not: (a) use the Platform inconsistently with this Agreement; (b) circumvent or interfere with security features of the Platform; (c) modify, decompile, or reverse engineer the Platform; (d) use the Platform to provide services to third parties as a service bureau; or (e) sell, sublicense, or transfer any rights granted under this Agreement.

2.5 Information Security

Avaamo will maintain reasonable administrative, physical, and technical safeguards designed to protect Customer Data against unauthorized access, use, or disclosure, appropriate to the nature of the Customer Data. Avaamo will promptly notify Customer of any confirmed unauthorized access to Customer Data and reasonably cooperate with Customer's investigation of any such incident.

2.6 Generative AI Features

If Customer's Order Form includes generative AI features, Avaamo will use only Customer Data (and no other customer's data) to generate output for Customer, will not use Customer Data to train models for the benefit of other customers, and Customer Data and prompts will not be shared with other Avaamo customers. Output from generative AI features is probabilistic and should be reviewed by qualified Customer personnel for accuracy and clinical or operational appropriateness before use, particularly in any workflow that touches patient care or communications. Customer agrees to comply with Avaamo's Acceptable Use Policy, available at <https://avaamo.ai/generative-ai-acceptable-use-policy/>.

2.7 HIPAA / Protected Health Information

If Customer's use of the Platform will involve PHI, the Parties will execute a mutually agreeable Business Associate Agreement ("BAA") prior to Customer submitting any PHI to the Platform, and that BAA will govern the handling of PHI. In the event of a conflict between the BAA and these Terms with respect to PHI, the BAA will control.

3. CONFIDENTIALITY

Each Party will protect the other Party's Confidential Information using at least reasonable care, use it only for purposes of this Agreement, and not disclose it to third parties except to personnel or contractors with a need to know who are bound by confidentiality obligations at least as protective as those in this Agreement. These obligations do not apply to information that is or becomes publicly available through no fault of the receiving Party, was already known to the receiving Party without confidentiality restrictions, or is independently developed. A Party may disclose Confidential Information as required by law, provided it gives the other Party reasonable notice where legally permitted.

4. SUPPORT AND MAINTENANCE

Avaamo will provide reasonable technical support for the Platform via email or its support portal during the Subscription Term. Avaamo may perform scheduled maintenance, and will use commercially reasonable efforts to provide at least 24 hours' advance notice for non-emergency maintenance windows.

5. WARRANTIES; DISCLAIMER

Each Party represents that it has the authority to enter into this Agreement and that doing so does not conflict with any other obligation. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE PLATFORM AND SERVICES ARE PROVIDED "AS IS," AND AVAAMO DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND DATA ACCURACY, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

6. INDEMNIFICATION

Avaamo will defend, indemnify, and hold Customer harmless from third-party claims alleging that the Platform, as provided by Avaamo and used in accordance with this Agreement, infringes a U.S. copyright or trademark, and will pay resulting damages and reasonable costs awarded or agreed in settlement. Customer will defend, indemnify, and hold Avaamo harmless from third-party claims arising from Customer Data or from Customer's or an Authorized User's use of the Platform in violation of this Agreement. The indemnified Party must give prompt written notice of any claim, allow the indemnifying Party to control the defense, and reasonably cooperate at the indemnifying Party's expense.

7. LIMITATION OF LIABILITY

NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO AVAAMO IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY. These limitations do not apply to a Party's indemnification obligations, breach of confidentiality, or damages that cannot be limited under applicable law.

8. FEES AND PAYMENT

Customer will pay the fees set out in the applicable Order Form. Unless otherwise stated, invoices are due net thirty (30) days from the invoice date. Fees exclude applicable taxes, which are Customer's responsibility. Except as expressly stated in this Agreement, fees are non-cancellable and non-refundable. Avaamo may suspend Services for accounts more than fifteen (15) days past due, after written notice.

9. TERM AND TERMINATION

This Agreement remains in effect for the Subscription Term stated in the Order Form. Either Party may terminate for the other Party's uncured material breach upon sixty (60) days' written notice, or immediately if the other Party becomes insolvent. Upon termination, Customer's access to the Platform will end, and Avaamo will handle Customer Data as described in Section 2.3. Sections that by their nature should survive termination (including Sections 3, 5, 6, 7, and 10) will survive.

10. PROPRIETARY RIGHTS

Avaamo and its licensors retain all right, title, and interest in and to the Platform and Services, including all associated intellectual property rights. No rights are granted to Customer except as expressly stated in this Agreement. Customer grants Avaamo a limited right to use Customer Data solely to provide and improve the Services for Customer as described in Section 2.6.

11. GENERAL PROVISIONS

11.1 Governing Law

This Agreement is governed by the laws of the State of California, without regard to its conflict-of-laws principles.

11.2 Dispute Resolution/Waiver

Disputes arising out of this Agreement will be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, seated in Santa Clara County, California, except that either Party may seek interim injunctive relief from a court of competent jurisdiction to protect its rights.

If any provision of this Agreement is found unenforceable, the remaining provisions will remain in full force and effect, and the Parties will replace the unenforceable provision with one that best reflects its intent. Failure to enforce any provision is not a waiver of that provision. Neither Party will be liable for delay or failure to perform (other than payment obligations) due to causes beyond its reasonable control.

11.7 Assignment

Neither Party may assign this Agreement without the other Party's prior written consent, except in connection with a merger, acquisition, or sale of substantially all assets, provided the assignee agrees to be bound by these Terms.

These Terms and Conditions are incorporated into, and become binding upon execution of, the Order Form that links to this document. No separate signature on this document is required.