

ATTENTEO SOFTWARE SERVICES SUBSCRIPTION AGREEMENT

This Software Services Subscription Agreement (this "Agreement") is entered into by and between Attentio, LLC, having its principal place of business at 707 State Rd Ste 105, Princeton, NJ 08540 ("Attentio") and the client listed below ("Client") effective as of signing of the order form (the "Effective Date"). This Agreement consists of the terms and conditions linked with this order form (the "Order Form") as well as the other Attachments hereto, each of which are incorporated herein by this reference and made a part of this Agreement. This Agreement includes the following attachments ("Attachments"):

ATTACHMENT A

SUBSCRIPTION TERMS AND CONDITIONS

These Subscription Terms and Conditions ("Terms and Conditions") together with the applicable Order Form and the other Attachments referenced therein constitute the Software Services Subscription Agreement (the "Agreement") entered into by and between Attentio, LLC ("Attentio") and the applicable entity that is Attentio's client as specified in the Order Form ("Client").

1. USE OF THE SOFTWARE SERVICES.

1.1. Access to and Use of the Services. Subject to the terms and conditions of this Agreement, including but not limited to, Client's payment of the Fees pursuant in accordance with the terms of the Order Form and these Terms and Conditions, during the Term of this Agreement, Attentio grants to Client a limited, nonexclusive, non-assignable, non-sublicensable, revocable authorization for authorized and registered Client employees, agents, representatives, contractors (each, an "Authorized User" and collectively, the "Authorized Users") to access and use the software application(s) identified in the Order Form (the collectively, the "Application") provided by Attentio as a hosted software service (the "Services") solely for Client's internal business purposes. To the extent that Attentio makes the Services available for remote integration with Client's information technology systems, Attentio grants to Client a limited, revocable, non-transferable, non-sublicensable right to use such integration without modification to integrate its systems with Services solely for such purpose.

1.2. Access Administration. Authorized Users shall be required to create a user account for their sole and exclusive use by providing Attentio with the information reasonably required to establish such user accounts. Client shall promptly remove an individual's access to the Services anytime such personnel ceases to be an Authorized User or is no longer employed or engaged by Client and Attentio shall terminate such former Authorized User's access to the Services promptly upon notification by Client.

1.3. Client Responsibilities; Acceptable Use Policy. Client shall not allow any unauthorized access to or use of the Services (including, without limitation, by maintaining the confidentiality of all usernames, passwords, API keys, and

similar access credentials), and Client will be solely liable to Attentio for any and all activity or use of the Services by Client's Users, and any non-compliance by Client's Authorized Users with the terms of the Agreement shall constitute a breach of the Agreement by Client. Client will notify Attentio promptly of any unauthorized access or use. Client and its Users will use the Services only in accordance with Agreement, applicable privacy policies, applicable laws, government regulations and third party agreements to which Client or such Authorized Users are parties, if any, as well as the Acceptable Use Policy incorporated herein as part Attachment B to the Order Form. Attentio may modify the Acceptable Use Policy from time to time in accordance with the amendment terms provided below.

1.4. Other Restrictions. Client shall not use the Services or any Application component in excess of the scope of the rights granted hereunder. Client agrees that it will not use or permit the Application or the Services to be used in any manner other than in the configuration and format made available by Attentio or for any purpose other than in direct furtherance of Client's business. Neither Client nor any Authorized User shall: (i) sell, resell, rent or lease the Services or the Application to any third party that is not an Authorized User identified in the list of Authorized Users maintained on the Attentio systems for the Services, or make the Services or the Application available to any third party on a service bureau basis, (ii) use the Services or the Application to store or transmit malicious code, (iii) interfere with or disrupt the integrity or performance of the Services or the Application or third-party data contained therein, or (iv) attempt to gain unauthorized access to the Services or the Application or related systems or networks or any other client's or user's account or data. Client will maintain industry standard organizational and technical security safeguards with respect to Client's systems used to access the Services and the Application and for storage of Client Data. If Client requires the use of Client's or a third party's

proprietary assets (e.g. fonts, images, videos, etc.) as part of the Services, Client will provide Attenteo with any necessary permission or license for use of such proprietary asset as part of the Services. The Services shall not be used by Client or its Authorized Users for purposes of making any emergency communications. Client may not provide or allow to be provided any user names, account information or other access to the Services to any person or entity not authorized and registered by Attenteo. Client may not, under any circumstances, translate, transfer, modify, adapt, disassemble, decompile or reverse engineer the any part of the Application or create derivative works based on the Application or any part thereof. Client further covenants and agrees that it will not, under any circumstances use the Services or the Application for the purpose of developing a product or service that provides the same or substantially the same functionality or features as the Application.

1.5. Third Party Services. Client acknowledges and agrees that its and its Authorized Users' access to and use of the Services requires the use of third products or services (the "Third Party Services") and the Client system-end, including, without limitation, computer and mobile device operating systems and web browsers, which the Client must separately procure at its own expense from the supplier thereof. For purposes of this Agreement, the term "Application" does not include any Third Party Services. Unless expressly agreed to by Attenteo in writing with respect to any specific Third Party Services, shall be solely responsible for its procurement and use of Third Party Services required for the successful utilization of the Services. The Services may also contain features designed to interoperate with other Third Party Services such as cloud-based applications services, web platforms, storage, and analytical services. To use such features, Client may be required to obtain access to such Third Party Services, or Attenteo may be required to obtain access to such Third Party Services on behalf of Client, from the providers of such Third Party Services, and Client may be required to agree to the terms and conditions on which such third party provider offers such Third Party Services. Client is solely responsible for compliance with the terms and conditions applicable to any such Third Party Services accessed or used by or on behalf of Client in connection with the Services and will indemnify Attenteo from any and all harm, damages, costs, and expenses incurred by Attenteo in connection with a breach of the foregoing. Attenteo shall not be responsible for any disclosure, modification or deletion of data resulting from any such access to or use of such Third Party Services and their providers. The provider of any such Third Party Service may cease to make the applicable Third Party Service available for interoperation with the corresponding feature of the Services, and/or Attenteo may otherwise cease providing such features at any time. Attenteo expressly disclaims responsibility and liability for any claims or damages arising in connection with or relating to any Client or Authorized User interactions with any Third Party Services.

2. IMPLEMENTATION SERVICES; SUPPORT AND MAINTENANCE; CONSULTING SERVICES.

2.1. Implementation Services. Any implementation services to be provided by Attenteo with respect to the Services or the Application shall be set forth in an Order form and/or statement of work ("SOW") entered into by the parties. Attenteo shall not be responsible for any travel or on-site services, computer equipment, telecommunications or other expenses required for Client or Authorized users to use or access the Services unless expressly provided otherwise in the applicable Order Form or SOW.

2.2. Support and Maintenance. Attenteo will provide remote support services to Client and Authorized Users to address reported incidents of the Services not performing materially in accordance with applicable specifications in accordance with Attenteo's standard support terms provided in Attachment D to the Agreement. Maintenance services, updates and new releases of the Application may be implemented and automatically delivered via the hosted Services from time to time during the course of the Term, and as a result of such updates specific features, functions or other components of the subscription may be added, enhanced, modified, improved, substituted, discontinued or otherwise changed as further set forth in the applicable release notes for same.

2.3. Other Professional Services. Upon the request of Client, Attenteo may provide consulting services, system conversions, data conversions, special studies, systems analysis and design, custom work and the like to Client with respect to the Application, subject to mutual agreement of the parties with respect to the terms for same, which shall be set forth in a separate Order Form and/or SOW to be entered into by the parties specifying the work to be undertaken and the fees to be charged by Attenteo.

3. TERM AND TERMINATION.

3.1. Term. This Agreement shall remain in force for an initial term specified in the Order Form (the "Initial Term"), unless terminated sooner in accordance with the termination terms of the Agreement. Thereafter, the Agreement shall thereafter automatically renew for additional one (1) year periods (each a "Renewal Term" and together with the Initial Term, the "Term")) unless either party provides written notice of non-renewal to the other party at least sixty (60) days prior to the end of the Initial Term or the then current Renewal Term, as applicable, or unless sooner terminated as set forth in Section 3.2.

3.2. Termination for Cause. Either party may terminate this Agreement for cause at any time after providing advance written notice of its intent to terminate, including the details of any alleged breach and actions necessary to cure, as follows:

3.2.1. In the event that the other party fails to discharge any material obligation or to remedy any default under this Agreement for a period continuing more than thirty (30) days after the aggrieved party shall have given said other

party written notice specifying such failure or default and such failure or default continues to exist as of the date upon which the aggrieved party gives such notice so terminating this Agreement;

3.2.2. In the event that the other party makes an assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium, or otherwise ceases operations which assignment, permission, appointment or proceeding continues, or is not dismissed, withdrawn or revoked for a period of sixty (60) days after the aggrieved party shall have given said other party written notice identifying such condition.

3.3. Termination of Services. Upon the expiration or termination of this Agreement for any reason, all rights granted hereunder shall terminate and upon such expiration or termination, and Attentee shall cease provision of, and Client shall promptly cease use of, the Services, the Application and all other documentation, property, materials and other items of Attentee.

4. DATA RIGHTS AND OBLIGATIONS.

4.1. Client Data. All records and data entered into the Application by Authorized Users (the "Client Data"), as well as any reports and other output generated through the Services derived therefrom, are and shall remain the property of Client or other third party owner, as the case may be. Attentee shall give thirty (30) days written notice to Client prior to any permanent and irrevocable destruction of Client Data. Client acknowledges that it is solely responsible for downloading and creating archival records of all Client Data prior to the expiration of the Agreement. Upon written request by the Client within ten (10) days following the expiration or termination of the Agreement and payment of all undisputed amounts, Attentee shall promptly download (service charge may apply) all Client and User Data within the Application to a secure ftp site or Client hosted ftp site or in such other medium and/or format as the parties may mutually agree. In addition, Attentee shall, at its then current rates and subject to terms to be mutually agreed to by the parties and set forth in an Order Form and/or SOW, provide additional cooperation and assistance to Client or any third party selected by Client. Client shall indemnify and hold Attentee harmless for and against any claim, cause of action, damages or any liability whatsoever arising out of or relating to the loss of Client Data thereafter.

4.2. License to Client Data. Client hereby grants Attentee a non-exclusive, royalty free, perpetual limited license to use, reproduce, create derivative works of the Client Data, provided that Attentee treats such Client Data as Confidential Information (as defined below) in accordance with the confidentiality provisions of Section 7.2, below.

4.3. De-identified Data. In addition to the license in the preceding paragraph, Attentee may at any time during or after the Term use, reproduce, create and own derivative works of, display, publish, and otherwise exploit, in perpetuity and without restriction or any duty to account to Client or any third party, any data (including, without limitation, Client Data) that has been aggregated and anonymized or that is otherwise de-identified in accordance with applicable law (including, where the data is derived from Protected Health Information, in accordance with 45 C.F.R. § 164.514(a)–(c)) such that the data does not identify, and cannot reasonably be used to identify, Client or any individual ("De-identified Data"). De-identified Data is not Client Data and is not Confidential Information of Client, and includes usage information regarding use of the Services or the Application by Client or its Authorized Users.

4.4. Security. The Services shall be provided using commercially reasonable security measures designed to provide a secure Services environment with respect to Client Data when processed via the Services and the Application, including without limitation, the measures, policies and procedures described in Attachment E.

5. FEES AND PAYMENTS TO ATTENTEE.

5.1. Fees. As a condition to access to and use of the Services, Client shall pay the applicable implementation, subscription and other fees and charges (collectively, "Fees") specified in the applicable Order Form in accordance with the payment terms set forth in such Order Form or if not specified in the Order Form, the terms set forth herein. Fees for any additional products or services not specified in the applicable Order Form shall be invoiced by Attentee to Client and are due and payable no later than thirty (30) days from the date of invoice. The subscription fees shall be subject to review every twelve (12) months during the Term and may be increased for the next twelve (12)-month period based on the greater of either five (5%) or the percentage increase in the Consumer Price Index for All Urban Consumers, U.S. City Average, for all items, 1982-84=100 (the CPI-U), published by the United States Department of Labor on its website at <http://www.bls.gov/cpi> for the then prior twelve (12) month period. Attentee shall provide notice of such increase(s) to Client upon calculation of the change and shall invoice Client for the amount of any deficiency in subscription Fee payments during which such increase is applicable prior to such notification. Any failure by Client to timely pay applicable fees on or before the applicable due date shall constitute a material breach of the Agreement.

5.2. Taxes. Client shall be responsible for paying, and Attentee may invoice Client for, all applicable local, state and federal sales, use, excise, personal property or other similar taxes, assessments, charges or duties, however designated, and any other such taxes, which may now or hereafter be imposed upon this Agreement, excluding taxes measured on any of Attentee's income or property (collectively, the "Taxes").

5.3. Out-of-Pocket Expenses. Attenteo shall bear and be responsible for all out-of-pocket expenses ("Expenses") incurred by Attenteo in performing its obligations under this Agreement except as otherwise set forth herein or as may otherwise be agreed to.

5.4. Payment. Unless otherwise specified in the applicable Order Form or as agreed to by the parties in writing, payments of Fees, applicable Taxes, Expenses and any other amounts payable pursuant to this Agreement are due and payable thirty (30) days from Client's receipt of Attenteo's invoice. Payments are non-refundable except as otherwise agreed to by Attenteo.

5.5. Late Payments. Should the Client fail to make payment as required herein, the Client agrees to pay late payment charges of one and one-half percent (1 ½%) per month or part thereof (or, if less, the maximum interest charge allowed by law) on the unpaid balance from the original due date as well as any reasonable costs of collection (including attorney's fees); provided this charge shall not apply to fees disputed in good faith as long as the undisputed portion of any fees on such invoice has been timely paid.

6. REPRESENTATIONS AND WARRANTIES; LIMITATIONS OF LIABILITY.

6.1. Mutual Representations and Warranties. Each party represents and warrants to the other party that: (a) it has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; (b) its execution, delivery and performance of its obligations under this Agreement does not conflict with or violate any agreement, covenant or restriction by or to which such party or its assets is bound; and (c) it has not entered, nor will it enter, into any agreements that would conflict with its obligations hereunder or would render it incapable of satisfactorily performing its obligations hereunder.

6.2. Additional Representations and Warranties by Client. Client represents and warrants that it is the sole and exclusive owner of and/or has the right to share, provide access to, and permit storage, transmission, receipt and other processing or use of Client Data by the Authorized Users, Attenteo and its subcontractors and/or Third Party Service providers in connection with the provision or use of the Services and as otherwise authorized hereunder in accordance with the terms of the Agreement and applicable laws, regulations or other legal requirements.

6.3. Additional Representations and Warranties by Attenteo. Attenteo represents and warrants to company that the Services and the Application will perform substantially in accordance with specifications and documentation for same and the Services provided by Attenteo will be provided in a professional manner. Client's sole remedy for issues with respect to the Application or the Services shall be the provision

of any support services Attenteo is obligated to provide in accordance with the Agreement.

6.4. Disclaimer of Warranties. Except as expressly provided herein, to the maximum extent permitted by applicable law, Attenteo, its affiliates and its and their respective directors, officers, managers, members, owners, employees, agents, contractors and other representatives (the "Attenteo parties") make no warranties of any kind, whether express, implied, statutory or otherwise, and each of the Attenteo parties specifically disclaims all other warranties and conditions, express, implied, or statutory, including without limitation, implied warranties of merchantability, title, noninfringement and fitness for a particular purpose with respect to the Services and the Application, including, without limitation, any representation or warranty that the use of the Services or the Application will be uninterrupted, error-free, or completely secure; or with respect to any Client Data or other third party content that may be accessed, provided, or made available; or any Third Party Services accessed or used in connection with the Services or the Application; and hereby expressly disclaim any liability with respect thereto. The Attenteo parties do not warrant that any output or results therefrom will be correct or error-free, or that defects will be corrected, or that the Services or the Application will be compatible with any other software, hardware, or other materials, or that the Services or the Application or the servers that make the Services or the Application available are free of viruses or other harmful components; and the Attenteo parties hereby expressly disclaim any liability with respect thereto. Client agrees that if Client or its Authorized Users use, access, download, or otherwise obtain any Third Party Services or content or data therein, it is at Client's and/or its Authorized User's own discretion and risk and that Client and/or Authorized Users will be solely responsible for any damage to property or loss of data that results from same. Attenteo has no control over any Third Party Services, and therefore makes no claim or representation regarding, and expressly disclaims responsibility for, the accuracy, quality, legality, nature, availability, or reliability of Third Party Services available in connection with the Services or the Application.

6.5. Limitations of Liability. To the maximum extent permitted by applicable law, in no event shall Attenteo or Client be liable for any indirect, exemplary, incidental, or consequential damages (including, without limitation, lost revenue, lost profits, replacement goods or services, loss of technology, data, rights or services) arising out of or otherwise relating to the use or provision of the Services or the Application or otherwise in connection with this Agreement, however caused, even if Attenteo or Client has been advised of the possibility or likelihood of such damages. The exclusion of indirect, exemplary, incidental, and consequential damages set forth in this Section 6.5 does not apply to (a) any breach of confidentiality under Section 7.2; or (b) a Party's or its representatives' fraud, gross negligence or willful misconduct. To the maximum extent permitted by applicable law, in no event shall any Attenteo parties' aggregate total liability to Client or any third party for any and all claims arising out of the Agreement or

the Services or the Application, whether in contract, tort or under any other theory of liability, exceed the Fee payments actually received by Attentio with respect to Client's subscription for the Services giving rise to the applicable claim during the twelve (12)-month period prior to the date on which such claim or cause of action arose.

6.6. AI Outputs Disclaimer. The Application includes features that use artificial intelligence, machine learning, or similar technologies to generate insights, summaries, recommendations, or other outputs ("AI Outputs"), as further described in the Acceptable Use Policy. Notwithstanding any other provision of this Agreement, AI Outputs are provided "as is," without warranty of any kind, and Attentio expressly disclaims all warranties, express or implied, with respect to AI Outputs, including warranties of accuracy, completeness, fitness for a particular purpose, and non-infringement. AI Outputs are intended to support operational decision-making and are not a substitute for independent professional judgment. Client is solely responsible for its use of, and any reliance upon, AI Outputs, and for implementing reasonable human review prior to taking material action based on any AI Output. Attentio shall not be liable for any direct, indirect, incidental, consequential, or special damages arising from Client's or its Authorized Users' reliance on AI Outputs.

7. OWNERSHIP OF INTELLECTUAL PROPERTY; CONFIDENTIAL INFORMATION.

7.1. Ownership of the Application and Other Attentio Intellectual Property. Client acknowledges and agrees that the Application and all intellectual property rights with respect thereto are and shall remain the sole and exclusive property of Attentio and nothing contained in this Agreement shall be construed as a grant of or as an intention or commitment to grant to Client any right, title or interest of any nature whatsoever, in or to any Application or the Services or any other rights, title or interests, except for the access and usage rights expressly granted hereby during the Term. All rights not expressly granted herein are reserved by Attentio. Client shall not use, copy, disclose, nor permit any of Client personnel to use, copy, or disclose Confidential Information for any purpose that is not specifically authorized under this Agreement. All enhancements, modifications, and derivative works made to the Application or the Services (collectively, the "Derivatives"), and all intellectual property rights therein, shall be owned by Attentio, whether or not such Derivatives are made at Client's request or instruction. To the extent that Client acquires any ownership interest in any such Derivatives, Client hereby irrevocably assigns to Attentio all right, title and interest with respect thereto, including all intellectual property rights.

7.2. Confidential Information. By virtue of the Agreement, the parties may have access to certain information that constitutes confidential information of the other party or a third party ("Confidential Information"). Client acknowledges and agrees that the Application and the Services and their software, design, functionality, features and related, manuals,

documentation, designs, inventions, processes, specifications and know-how constitute trade secrets within the Confidential Information owned by Attentio, in addition to other business, proprietary and/or otherwise non-public information pertaining to Attentio. Client Data that is considered to be Client Confidential Information. A party's Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no act of omission of the other party; or (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; or (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; (d) is independently developed by the other party without access to or use of its counter-party's Confidential Information; or (e) is required to be disclosed by applicable laws or regulations or by an order of a court of competent jurisdiction or other legal process, provided that in the event of a compelled disclosure the party required to make such disclosure shall if reasonably practicable and permitted under applicable law, provide notice to the other party as early as practicable prior to such disclosure in order to enable the other party to contest and/or attempt to limit the extent of such disclosure. The parties agree, both during the term of the Agreement and for a period of two (2) years after termination of the Agreement, to hold each other's Confidential Information in confidence and not use same except as expressly permitted under the Agreement, except that with respect to information constituting "trade secrets" as defined under the Uniform Trade Secrets Act, the obligations hereunder shall continue for as long as such information continues to constitute trade secrets. The parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the use or provision of the Services, as applicable, and the implementation of the Agreement. Each party agrees to take reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the provisions of the Agreement. The parties shall enter into a Business Associate Agreement in the same or substantially the same form attached as Attachment C to the Agreement. Client shall not, at any time whether while the Agreement is in effect or thereafter permit anyone other than Client's Authorized Users to access or use the Services or the Application.

7.3. Suggestions. Client may, but is not obligated to, provide suggestions, enhancement requests, recommendations or other feedback to Attentio regarding the Services or the Application ("Suggestions"). Client hereby grants Attentio a royalty-free, worldwide, irrevocable, sublicensable, transferable, perpetual license to use, disclose, reproduce, license, distribute and exploit such Suggestions, and incorporate Suggestions into the Services and the Application and its other services, products, technologies, documentation or other development with no obligation to pay, attribute, license or account to Client or any other person or entity with respect thereto.

7.4. Proprietary Legends. Client shall not remove any copyright notice or other proprietary or restrictive notice or legend contained or included in any material provided by Attentio, and Client shall reproduce and copy all such information on all copies made hereunder, including such copies as may be necessary for archival or backup purposes, in the same manner as provided on the materials received from Attentio.

7.5. Rights to Injunctive Relief. Recognizing and acknowledging that any use or disclosure of the disclosing party's Confidential Information by the receiving party in a manner inconsistent with the provisions of this Agreement may cause the disclosing party irreparable damage for which other remedies may be inadequate, each party agrees that the disclosing party shall have the right to petition for injunctive or other equitable relief from a court of competent jurisdiction as may be necessary and appropriate to prevent any unauthorized use or disclosure by the receiving party of any of the disclosing party's Confidential Information and that, in connection therewith, the receiving party shall not oppose such injunction on the grounds that an adequate remedy is available at law.

8. COMPLIANCE WITH LAWS AND REGULATIONS. Each party shall comply with all laws, regulations and other legal requirements applicable to it with respect to its business and activities related to this Agreement.

9. INDEMNIFICATION.

9.1. By Client. Client agrees to defend, indemnify and hold harmless Attentio, its affiliates, and their respective licensors, directors, officers, employees, agents, successors, and assignees from and against any and all third party claims, demands, causes of action (collectively, "Claims") and any costs, losses, damages, expenses (including reasonable attorneys' fees) or liabilities (collectively "Damages") incurred or suffered by them as a direct result of such Claims if and to the extent caused by (i) gross negligence or intentional misconduct of Client or its Authorized Users; (ii) breach of this Agreement by Client or its Authorized Users (including, without limitation, violation of the Acceptable Use Policy); or (iii) violation of third party intellectual property or other rights or applicable laws, regulations or other legal requirements arising from or involving Client Data (excluding Claims for which Attentio is obligated to indemnify Client in accordance with Section 9.2 below).

9.2. By Attentio. Attentio agrees to defend, indemnify and hold harmless Client and its directors, officers, employees, agents, successors, and assignees from and against any and all Claims and Damages incurred or suffered by them as a direct result of such Claims if and to the extent caused by (i) gross negligence or intentional misconduct of Attentio; (ii) violation of third party intellectual property rights based on the Services or the Application as used in accordance with the terms of the Agreement, in each case subject to the exclusions set forth in Section 9.3 below.

Upon receipt of notice from a third party of an alleged infringement by the Services or the Application, or if in Attentio's opinion an infringement claim is likely, or if Client's rights to use the Services or the Application is enjoined by a valid court order, Attentio shall, at its option and expense: (i) procure the right for Client to continue using the Services and the Application; (ii) modify the Service and/or the Application to make it non-infringing while retaining reasonably equivalent functionality and performance; (iii) replace the infringing portion of the Services or the Application with non-infringing systems or services with reasonably equivalent functionality; or (iv) in the event the remedies set forth in subsections (i)-(iii) above are not commercially practical as determined by Attentio in its sole and absolute discretion, provide a pro-rated refund of prepaid Fees (if any) for the period then remaining for which such Fees were prepaid. The remedies provided in this Section 9.2 are Client's sole and exclusive remedy, and Attentio's sole and exclusive liability, for any actual or alleged infringement of a third party's intellectual property rights involving the Services, the Application or this Agreement. Attentio shall not have any liability to Client for any claim that any third-party equipment, software or computer programs infringe or misappropriate any third party intellectual property rights. Client's sole recourse will be against the manufacturer or provider of any such third party equipment, software or computer programs.

9.3. Exclusions. Attentio's indemnity obligation shall not extend to any Claim or Damages (i) arising out of or related to a combination of the Services or the Application with hardware or software not provided by Attentio, or Third Party Services, or (ii) use of the Services or the Application in any manner that is not expressly authorized hereunder or in violation of the Acceptable Use Policy or other terms of the Agreement; or (iii) for which Client is obligated to indemnify Attentio pursuant to Section 9.1 above.

9.4. Indemnification Procedures. The obligations of either party to provide indemnification hereunder is subject to the party seeking indemnification (i) providing the indemnifying party with prompt written notice of any claim, provided that failure or delay of such notice shall not relieve the indemnifying party of its indemnity obligations hereunder except to the extent, if any, that it is materially prejudiced by such failure or delay; (ii) providing the indemnifying party with sole control over the defense and settlement of the applicable claim, except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement or consent to any judgment that does not unconditionally release the indemnified party from liability or that requires or prohibits any action of an indemnified party other than the payment of damages for which it is fully indemnified herein; and (iii) reasonably cooperating with the indemnifying party in defending such claim at the indemnifying party's sole request and expense. Subject to the foregoing, the indemnified party may participate in the defense and settlement through counsel of its own choosing at its own expense.

10. MISCELLANEOUS.

10.1. Assignment. Client may not assign, sublicense, pledge, lease, rent, share or otherwise transfer this Agreement any of its rights or obligations hereunder without the prior express written consent of Attentio. Any attempt by Client to assign this Agreement or any of its rights or obligations under the Agreement without such consent from Attentio shall be void and of no effect and shall constitute a breach of this Agreement by Client. Attentio may assign the Agreement together with all rights and obligations hereunder, without restriction, including to an affiliate or to a successor entity resulting from a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets related to the Agreement. Subject to the foregoing, the Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.2. Notices. Any notice to be given by either party in connection with this Agreement shall be in writing and shall be sent by email to the email address for the intended recipient party as indicated in the applicable Order Form or sent in printed form addressed to the intended recipient as follows:

If to Attentio: 707 State Rd., Suite 105, Princeton, NJ 08540, Attn: C.E.O.

If to Client: at the address specified in the Order Form.

Any such notice shall be deemed effectively given to a party upon the first to occur of: (a) the date on which the notice is actually delivered, if delivered by hand or by nationally recognized overnight courier with delivery confirmation; (b) the fifth (5th) business day following the date on which the notice is mailed to such party by first class certified United States mail, postage prepaid, addressed to such party at such party's Notice Address; or (c) the date on which the notice is sent by email to the email address designated by the receiving party for notice purposes in the Order Form, with electronic confirmation of delivery, if such date is a business day and the notice is sent prior to 5:30 p.m. local time at the receiving party's notice address, or otherwise on the next business day following such date. A courtesy copy sent by email shall accompany any notice given by any of the non-email methods described above. Notwithstanding the foregoing, any notice of material breach, termination, indemnification claim, or commencement of legal proceedings must be delivered by hand or by nationally recognized overnight courier with delivery confirmation, with a courtesy copy by email. Either party may change its address for notices by providing written notice thereof to the other party in accordance with the terms provided above.

10.3. Entire Agreement; Order of Precedence. This Agreement, including the Order Form(s) and Attachments referred to therein, constitutes the entire agreement between Attentio and Client with respect to the subject matter hereof and supercedes all prior oral or written agreements, negotiations and representations concerning the subject matter hereof. In the event of any conflict or inconsistency among the terms of the Order Form, the Terms and Conditions, the Acceptable Use

Policy, the Business Associate Agreement, the Support and Service Level Agreement, or the Security and Privacy Policy, the order of precedence shall be as follows: (i) the Order Form, (ii) the Business Associate Agreement, (iii) the Terms and Conditions, (iv) the Acceptable Use Policy, (v) the Security and Privacy Policy, and (vi) the Support and Service Level Agreement.

10.4. Amendment. This Agreement may be amended by mutual written agreement of the parties. Notwithstanding the foregoing, the parties acknowledge that the Services or the Application may, from time to time, present Client or its Authorized Users with click-through, click-wrap, or similar terms governing the use of specific features, modules, integrations, or beta or preview functionality within the Services or the Application (collectively, "Feature Terms"). Feature Terms accepted by Client or an Authorized User in the ordinary course of using the relevant feature, module, integration, or functionality are binding on Client and its Authorized Users solely with respect to the use of that feature, module, integration, or functionality; provided, however, that no Feature Terms will (a) increase the Fees payable by Client to Attentio under this Agreement; (b) reduce Attentio's confidentiality, data protection, security, indemnification, or warranty obligations under this Agreement or the Business Associate Agreement; or (c) otherwise materially and adversely modify the rights or obligations of Client under this Agreement, in each case without the written consent of an authorized signatory of Client.

Additionally, subject to the terms provided below, Attentio shall have the right, at its discretion, to amend the Acceptable Use Policy or Security and Privacy Policy (an "AUP/Security Amendment") on a going-forward basis at any time. Disputes arising under the Terms and Conditions or other terms of the Agreement will be resolved in accordance with the terms in effect at the time that the dispute arose.

Attentio, acting in good faith, will classify each AUP/Security Amendment as one of the following:

10.4.1. Required Amendment. A "Required Amendment" is an AUP/Security Amendment that Attentio reasonably determines is necessary to (i) comply with applicable law, regulation, or governmental order; (ii) comply with the requirements of any Third Party Service provider necessary for the operation of the Services or the Application; or (iii) address a material risk to the security, integrity, availability, or lawful operation or use of the Services or the Application or Client Data. A Required Amendment is effective upon Attentio's delivery of written notice to Client (which may be delivered in-Application or by email to Client's designated administrator), or, where reasonably necessary to address an active legal obligation or security risk, immediately upon posting.

10.4.2 Material Amendment. A "Material Amendment" is an AUP/Security Amendment other than a Required Amendment, that taken as a whole materially and adversely changes Client's rights or its permitted use of the

Services or the Application under this Agreement. Attenteeo will provide Client with at least thirty (30) days' prior written notice of any Material Amendment, and the Material Amendment will become effective at the end of such notice period. As Client's sole and exclusive remedy with respect to a Material Amendment, Client may terminate this Agreement by providing written notice of termination to Attenteeo at any time prior to the effective date of such Material Amendment, in which case Attenteeo will refund to Client, on a pro rata basis, any Fees prepaid by Client for the period after the effective date of termination.

10.4.3 Non-Material Amendment. A Non-Material Amendment is any AUP/Security Amendment that is neither a Required Amendment nor a Material Amendment, including clarifications, formatting changes, and amendments that expand Client's rights or are otherwise favorable to Client. A Non-Material Amendment is effective upon posting or upon delivery of notice, as Attenteeo reasonably determines.

10.4.4 Limitations. Notwithstanding the foregoing, any AUP/Security Amendment shall be subject to mutual written agreement of the parties if it (i) increases the Fees payable by Client under this Agreement; (ii) materially reduces Attenteeo's confidentiality or data protection obligations or materially alters the limitations of liability under this Agreement; or (iii) overrides or modifies any other express provision of this Agreement.

10.5. Force Majeure. Except for Client's payment obligations hereunder, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including act of war, acts of God, earthquake, storms or other weather or natural events, embargo, riot, sabotage, terrorism, epidemic, pandemic, labor shortage or dispute or other industrial disturbances, systemic electrical, telecommunications, Third Party Service or other utility failures, governmental act or failure of the Internet, provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to.

10.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to principles of conflicts of law.

10.7. Consent to Jurisdiction. Each of the parties hereto (a) irrevocably submits to the jurisdiction of the state or federal courts with jurisdiction located in the State of New Jersey for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement or the subject matter hereof, brought by any party pursuant to the terms and conditions of this Agreement, (b) hereby waives, and agrees not to assert, by way of motion, as a defense or otherwise, in any such suit, action or other proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that the suit, action or other proceeding is brought in an

inconvenient forum, that the venue of the suit, action or other proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court, (c) hereby waives and agrees not to seek any review by any court of any other jurisdiction which may be called upon to grant an enforcement of the judgment of any such New Jersey state or federal court.

10.8. Jury Trial Waiver. The parties hereby unconditionally waive their right to a jury trial of any and all claims or causes of action arising from or relating to this Agreement. The parties acknowledge that they have had an opportunity to consult with independent counsel, and that this jury waiver has been entered into knowingly and voluntarily by all parties to this Agreement. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

10.9. Independent Contractors. The parties are independent contractors, and the Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship. Neither party shall take any action or permit any action to be taken on its behalf which purports to be done on behalf of or in the name of the other party and shall have no power or authority to bind the other party to assume or create any obligation or responsibility express or implied on the other party's behalf or in its name, nor shall such party represent to anyone that it has such power or authority.

10.10. Waiver. Neither party shall, by mere lapse of time, without giving notice thereof, be deemed to have waived any breach by the other party of any terms or provisions of this Agreement. The waiver by either party of any such breach shall not be construed as a waiver of subsequent breaches or as a continuing waiver of such breach.

10.11. Counterparts. The Agreement and any amendment thereto may be executed in any number of counterparts, each of which, when executed, shall be deemed to be one and the same instrument.

10.12. Marketing References. Client acknowledges and agrees that Attenteeo may use Client's name and logo in Attenteeo's advertising marketing and promotional materials, including, but not limited to, in connection with sales presentations and on Attenteeo's online references to its clients.

10.13. Surviving Provisions. The following provisions of these Terms and Conditions shall survive any termination or expiration of the Agreement for any reason and shall remain in effect after any such termination or expiration: Sections 1.4, 1.5, 3.3, 4-7 and 9-10.

10.14. Captions. The captions appearing in this Agreement are inserted only as a matter of convenience and for reference only and in no way define, limit or describe the scope and intent of this Agreement or any provision thereof.

10.15. Severability. If any provision of these Terms and Conditions or other terms of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be interpreted to affect the original intent to the fullest extent possible, if at all, and the remaining provisions of these Terms and Conditions and the Agreement shall remain in full force and effect.

ATTACHMENT B

ATTENTEO ACCEPTABLE USE POLICY

This Acceptable Use Policy (this “AUP”) is incorporated into and forms part of the Subscription Terms and Conditions forming part of the Agreement between Attenteo, LLC (“Attenteo”) and the Client referred to therein (“Client”). Capitalized terms used but not defined in this AUP have the meanings given to them in the Agreement. In the event of any conflict between this AUP and the body of the Agreement, the body of the Agreement controls.

Attenteo may amend this AUP from time to time in accordance with Sections 1.3 and 10.4 of the Agreement. The current version of this AUP is the version posted within the Application or otherwise made available to Client in writing.

1. Purpose and Scope

The Application is designed to support healthcare operational workflows, including task management, compliance logging, exception detection, corrective action workflows, document management, license and credential tracking, internal communications, and learning management. The Application is not designed to serve as a system of record for the medical chart, as a clinical decision-support tool, or as a billing or revenue-cycle system. This AUP describes the rules governing Client's and its Authorized Users' use of the Application and the Services.

2. Permitted Use

Client and its Authorized Users may use the Application solely for Client's internal business purposes in operating Client's healthcare facilities and managing its workforce, in accordance with the Agreement, this AUP, applicable law, and any documentation provided by Attenteo. Each Authorized User account is for the sole and exclusive use of one named individual. Account credentials may not be shared, transferred, or used by any person other than the individual to whom the account is assigned.

3. Protected Health Information and Sensitive Data

3.1 HIPAA Framework. Where Client is a Covered Entity or Business Associate as defined under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, “HIPAA”), Attenteo will execute a Business Associate Agreement (the “BAA”) with Client prior to or concurrently with the Effective Date of the Agreement.

The BAA governs the parties' respective obligations with respect to Protected Health Information (“PHI”). To the extent of any conflict between the BAA and this AUP with respect to PHI, the BAA controls.

3.2 Minimum Necessary. The Application is designed for healthcare operational workflows and is not intended to function as a clinical system of record. Client will instruct its Authorized Users to enter into designated PHI-bearing fields of the Application only the limited PHI reasonably necessary to accomplish the operational purpose of the relevant task, log entry, document, or other workflow item, and to use de-identified or generalized references where reasonably possible. Permitted PHI is limited to, and Authorized Users shall not enter any PHI except for, medical record numbers and visit identifiers. Authorized Users will not enter patient names, dates of birth, addresses, telephone numbers, email addresses, Social Security numbers, full-face photographs, biometric identifiers, or any other direct patient identifier listed at 45 C.F.R. § 164.514(b)(2).

3.3 Categories of Data Not Designed for the Application. Unless and until Attenteo expressly designates the Application or a specific module as designed to handle the following categories of data, and the parties have entered into any additional agreements required to do so, Client will not, and will instruct its Authorized Users not to, enter into the Application:

- (a) payment card data subject to the Payment Card Industry Data Security Standard;
- (b) Social Security numbers or other government-issued identification numbers, except where reasonably necessary for license, credential, or background-check tracking within modules designed for that purpose;
- (c) bank account, routing, or other financial account information;
- (d) records subject to specialized confidentiality protection under federal or state law, including substance use disorder treatment records subject to 42 C.F.R. Part 2, except in compliance with all applicable consent and re-disclosure requirements; or
- (e) personal data of individuals located in jurisdictions whose data protection laws apply to such data, except in compliance with any data processing addendum, standard contractual clauses, or similar instrument in effect between the parties.

4. Prohibited Content

Client will not, and will not permit any Authorized User or any other person using Client's accounts to, upload, store, transmit, or distribute through the Application any content that:

- (a) infringes, misappropriates, or violates any intellectual property right, right of publicity, right of privacy, or other right of any third party;
- (b) is unlawful, defamatory, libelous, fraudulent, or deceptive;
- (c) is obscene, pornographic, or sexually explicit, or that would reasonably be considered harassing, threatening, or intimidating, or that incites violence or unlawful discrimination against any person or group;
- (d) contains malware, viruses, worms, time bombs, Trojan horses, ransomware, spyware, or any other malicious code, files, or programs;
- (e) constitutes unsolicited commercial communications, chain letters, pyramid schemes, or other forms of solicitation prohibited by applicable law;
- (f) impersonates any person or entity or misrepresents Client's or any Authorized User's affiliation with any person or entity; or
- (g) Client has collected, used, or disclosed in violation of applicable law or any individual's rights.

5. Prohibited Activities

Client will not, and will not permit any Authorized User or any other person using Client's accounts to:

- (a) use the Application in violation of the Agreement, this AUP, the BAA (if applicable), or any applicable law, regulation, or governmental order;
- (b) use the Application to provide services to any third party (including in a service bureau, time-sharing, white-label, or hosting arrangement), except in connection with Client's operation of its own healthcare facilities and management of its own workforce;
- (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, object code, structure, or underlying ideas of the Application, except to the extent expressly permitted by applicable law notwithstanding such restriction;
- (d) modify, adapt, translate, or create derivative works of the Application, or remove, obscure, or alter any proprietary notices, labels, or marks contained in or on the Application;

- (e) probe, scan, conduct penetration testing on, or test the vulnerability of the Application or any related system or network without Attentio's prior written authorization;
- (f) circumvent, disable, or otherwise interfere with any authentication, security, rate-limiting, or access-control measures of the Application;
- (g) interfere with, disrupt, or place undue load on the Application or the servers or networks providing the Application, including through denial-of-service attacks, flooding, or automated scraping or crawling;
- (h) use any robot, scraper, data-mining tool, or similar automated means to access the Application or to extract data from the Application, other than through application programming interfaces expressly made available by Attentio for that purpose and used in accordance with their documentation;
- (i) access or use the Application, or any data, output, or documentation derived from it, to develop, train, or improve any product or service that competes with the Application, or to benchmark the Application for the purpose of developing such a competing product or service;
- (j) exceed the user counts, location counts, storage limits, API call limits, or other quantitative limits set forth in the Order Form or in documentation provided by Attentio, except pursuant to a written order increasing such limits; or
- (k) use the Application in any manner inconsistent with applicable export control laws, sanctions regimes, or anti-corruption laws.

6. Account Security and User Management

6.1 Credentials. Client is responsible for maintaining the confidentiality of all account credentials issued to Client and its Authorized Users, and is responsible for all activity occurring under those credentials, except to the extent caused by Attentio's breach of its obligations under the Agreement.

6.2 User Lifecycle. Client will promptly deactivate, or use the administrative tools provided by Attentio to deactivate, the account of any Authorized User upon termination of that individual's employment or engagement with Client, or upon any other event that causes that individual to no longer require access to the Application. Client will conduct periodic access reviews consistent with applicable law and Client's information security policies.

6.3 Suspected Compromise. Client will promptly notify Attentio upon becoming aware of any actual or

suspected unauthorized access to or use of the Application, or any compromise of any account credentials. Notice may be sent to security@attenteo.com or such other address as Attenteo may designate from time to time.

7. Third-Party Services and Integrations

The Application may permit Client to integrate with, exchange data with, or access content from Third Party Services. Client is responsible for: (a) Client's relationship with any such Third Party Service provider, including any agreements, fees, and obligations applicable to Client's use of those services; (b) compliance with the terms of use of those Third Party Services; and (c) any data Client elects to send to or receive from those Third Party Services through the Application. Attenteo is not responsible for the availability, accuracy, security, or content of any Third Party Service, and Attenteo's obligations under the Agreement and BAA do not extend to data once it has been transmitted from the Application to a Third Party Service at Client's direction.

8. AI Features and Outputs

8.1 AI-Powered Functionality. The Application includes, or may from time to time include, features that use artificial intelligence, machine learning, large language models, or similar technologies to generate insights, summaries, recommendations, prioritizations, or other outputs (collectively, "AI Outputs") based on data within the Application. AI Outputs are generated by automated processes and may contain errors, omissions, or inaccuracies.

8.2 Operational Use Only. AI Outputs are provided to support Client's operational decision-making and are not, and are not intended to be, a substitute for the independent clinical judgment of any professional, the advice of legal, accounting, or compliance counsel, or any other professional advice. Client will not rely on any AI Output as the sole basis for any clinical, diagnostic, treatment, billing, coding, regulatory-compliance, employment, or legal decision.

8.3 Inputs and Authorization. Client represents and warrants that, with respect to any data Client or its Authorized Users provide to AI features of the Application (including by entering free-text into fields processed by AI features), Client has the necessary rights, consents, and authorizations to do so. Client will not provide to any AI feature any data that Client is not authorized to disclose to Attenteo under the Agreement, the BAA (if applicable), or applicable law.

8.4 Human Review. Client will implement reasonable processes for human review of AI Outputs prior to taking material action based on those Outputs, and will train its Authorized Users on the limitations of AI Outputs and the requirements of this Section 8.

9. Client Responsibility for Users and Content

Client is responsible for the acts and omissions of its Authorized Users and any other person using Client's accounts, and for all content uploaded, stored, transmitted, or distributed through the Application by or on behalf of Client. Client will train its Authorized Users on the requirements of this AUP and will take reasonable steps to enforce compliance, including by maintaining internal policies that incorporate or are consistent with this AUP.

10. Reporting Violations

Client will promptly report to Attenteo any violation of this AUP that comes to Client's attention. Reports may be sent to security@attenteo.com or such other address as Attenteo may designate from time to time. Attenteo will treat the substance of such reports as Confidential Information of Client in accordance with Section 7.2 of the Agreement.

11. Enforcement

11.1 Investigation. Attenteo may investigate any actual or suspected violation of this AUP. Client will reasonably cooperate with any such investigation.

11.2 Suspension. Attenteo may suspend access to the Application, or to any specific Authorized User's account, in whole or in part, if Attenteo reasonably determines that such suspension is necessary to: (a) prevent or address a material violation of this AUP; (b) protect the security, integrity, or availability of the Application or the data of Attenteo's other customers; or (c) comply with applicable law or governmental order. Attenteo will use commercially reasonable efforts to provide Client with prior notice of any such suspension and an opportunity to cure, except where Attenteo reasonably determines that prior notice would be impracticable or would exacerbate the underlying issue. Attenteo will narrowly tailor any suspension to address the underlying issue and will restore access promptly upon resolution.

11.3 Quarantine of Data. With written notice to Client in each instance (which may be delivered in-Application or by email to Client's designated administrator), Attenteo may quarantine, isolate, or remove any data stored within the Application that Attenteo reasonably

believes contains malicious code, is corrupted, or otherwise poses a material risk to the Application or to other customers' data. Where reasonably practicable, Attentio will preserve a copy of any quarantined data for Client's subsequent retrieval.

11.4 Termination. Repeated or material violations of this AUP that are not cured within the applicable cure period set forth in the Agreement may give rise to Attentio's right to terminate the Agreement for cause as set forth in Section 3.2 of the Agreement.

11.5 No Obligation to Monitor. Attentio has no obligation to monitor Client's use of the Application or the content uploaded by Client or its Authorized Users. Attentio's failure to enforce any provision of this AUP in any particular instance does not waive Attentio's right to enforce that provision in any other instance.

12. Modification

This AUP may be amended only in accordance with Section 1.3 of the Agreement. Attentio will identify the categorization of each amendment (Required Amendment, Material Amendment, or Non-Material Amendment) at the time of notice.

13. Survival

Sections 4, 5, 8.3, 9, 11-13 and any other provisions of this AUP that by their nature should survive termination, will survive termination or expiration of the Agreement.

This AUP is effective as of the Effective Date of the Agreement.

ATTACHMENT C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this “BAA”) is entered into between Attentio, LLC (“Business Associate”) and the Client identified in the Order Form to which this BAA is attached (the “Agreement”), and is incorporated into and forms part of the Agreement. To the extent Client is a “covered entity” or another “business associate” as those terms are defined under HIPAA (as defined below), Client is referred to in this BAA as “Covered Entity.” Capitalized terms used but not defined in this BAA have the meanings given to them in the Agreement or in HIPAA, as applicable.

RECITALS

A. Covered Entity and Business Associate have entered into the Agreement, pursuant to which Business Associate provides the Services to Covered Entity.

B. In connection with the Services, Business Associate may create, receive, maintain, or transmit Protected Health Information on behalf of Covered Entity.

C. The parties intend to comply with the requirements of HIPAA, including the Privacy Rule, Security Rule, Breach Notification Rule, and Enforcement Rule, and the requirements of the HITECH Act.

NOW, THEREFORE, the parties agree as follows:

1. Definitions

The following terms have the meanings set forth below. Other capitalized terms used in this BAA and not otherwise defined have the meanings given to them in HIPAA.

1.1 “Breach” has the meaning given to that term under 45 C.F.R. § 164.402.

1.2 “Designated Record Set” has the meaning given to that term under 45 C.F.R. § 164.501.

1.3 “Electronic Protected Health Information” or “ePHI” has the meaning given to that term under 45 C.F.R. § 160.103, limited to information that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity in connection with the Services.

1.4 “HIPAA” means, collectively, the Health Insurance Portability and Accountability Act of 1996, as amended, including by the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and the regulations promulgated thereunder, including 45 C.F.R. Parts 160, 162, and 164, in each case as in effect from time to time.

1.5 “Individual” has the meaning given to that term under 45 C.F.R. § 160.103.

1.6 “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

1.7 “Protected Health Information” or “PHI” has the meaning given to that term under 45 C.F.R. § 160.103, limited to information that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity in connection with the Services.

1.8 “Security Incident” has the meaning given to that term under 45 C.F.R. § 164.304.

1.9 “Security Rule” means the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and C.

1.10 “Services” has the meaning given to that term in the Agreement.

1.11 “Subcontractor” has the meaning given to that term under 45 C.F.R. § 160.103.

1.12 “Unsecured PHI” has the meaning given to that term under 45 C.F.R. § 164.402.

2. Permitted Uses and Disclosures of PHI by Business Associate

2.1 Performance of Services. Business Associate may use and disclose PHI as necessary to perform the Services for or on behalf of Covered Entity, in accordance with the Agreement and as permitted or required by HIPAA.

2.2 Management and Administration. Business Associate may use PHI for the proper management and administration of Business Associate or to carry out Business Associate’s legal responsibilities. Business Associate may disclose PHI for such purposes only if: (a) the disclosure is required by law; or (b) Business Associate obtains reasonable written 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 breach of confidentiality.

2.3 Data Aggregation. Business Associate may use PHI to provide Data Aggregation services as defined in 45 C.F.R. § 164.501 relating to the health care operations of Covered Entity.

2.4 De-identification. Business Associate may de-identify PHI in accordance with the requirements of 45 C.F.R. § 164.514(a)–(c). De-identified information is no longer PHI and is not subject to this BAA. Business Associate may use and disclose de-identified information for any lawful purpose, including improving the Services and developing new products and services, in each case subject to and in accordance with the Agreement.

2.5 Restrictions. Business Associate will not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except as expressly permitted under this Section 2. Business Associate will not sell PHI or use or disclose PHI for marketing purposes (each as defined under HIPAA) except as expressly permitted by HIPAA and authorized in writing by Covered Entity.

3. Obligations of Business Associate

3.1 Use and Disclosure Limitations. Business Associate will not use or disclose PHI other than as permitted or required by this BAA or as required by law.

3.2 Safeguards. Business Associate will use appropriate administrative, physical, and technical safeguards, and will comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI, to prevent the use or disclosure of PHI other than as permitted by this BAA. Business Associate’s safeguards are further described in the Attentio Security and Privacy Policy attached as Exhibit C to the Agreement.

3.3 Subcontractors. Business Associate will ensure that any Subcontractor that creates, receives, maintains, or transmits PHI on behalf of Business Associate enters into a written agreement that imposes obligations on the Subcontractor that are substantially the same as the obligations imposed on Business Associate under this BAA with respect to such PHI.

3.4 Mitigation. Business Associate will take reasonable steps to 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.

3.5 Reporting of Unauthorized Use or Disclosure, Security Incidents, and Breach.

- (a) **Unauthorized Use or Disclosure.** Business Associate will report to Covered Entity any use or disclosure of PHI not permitted by this BAA of which Business Associate becomes aware, without unreasonable delay and in any event within five (5) business days after Business Associate's discovery.
- (b) **Security Incidents.** Business Associate will report to Covered Entity Security Incidents of which Business Associate becomes aware. The parties acknowledge that this Section 3.5(b) constitutes ongoing notice by Business Associate of the existence and occurrence of attempted but unsuccessful Security Incidents (such as pings and other broadcast attacks on Business Associate's firewalls, port scans, unsuccessful log-on attempts, denial-of-service attacks, and any combination of the foregoing), for which no additional notice is required. Successful Security Incidents will be reported without unreasonable delay and in any event within five (5) business days after Business Associate's discovery.
- (c) **Breach of Unsecured PHI.** Business Associate will report to Covered Entity any Breach of Unsecured PHI without unreasonable delay and in any event within five (5) business days after Business Associate's discovery, in accordance with 45 C.F.R. § 164.410. The report will include, to the extent reasonably available at the time of the report and as supplemented as additional information becomes available: (i) the identification of each Individual whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired, used, or disclosed; (ii) a description of what occurred; (iii) the date of the Breach and the date of discovery, if known; (iv) a description of the types of Unsecured PHI involved; and (v) a description of the actions Business Associate has taken or will take to investigate, mitigate harm, and prevent recurrence.
- (d) **Discovery.** A Breach or Security Incident is treated as discovered by Business Associate as of the first day on which it is known to Business Associate (including any person, other than the individual committing the Breach, who is an employee, officer, or agent of Business Associate) or, by exercising reasonable diligence, would have been known to Business Associate.

3.6 Access to PHI. Within ten (10) business days after a written request from Covered Entity, Business Associate will make PHI maintained by Business Associate in a Designated Record Set available to Covered Entity, in the format reasonably requested by Covered Entity, to enable Covered Entity to respond to an Individual's request for access under 45 C.F.R. § 164.524. Covered Entity is responsible for responding directly to Individuals' access requests.

3.7 Amendment of PHI. Within ten (10) business days after a written request from Covered Entity, Business Associate will make PHI maintained by Business Associate in a Designated Record Set available to Covered Entity for amendment, and will incorporate any amendments directed by Covered Entity, in accordance with 45 C.F.R. § 164.526. Covered Entity is responsible for responding directly to Individuals' amendment requests.

3.8 Accounting of Disclosures. Business Associate will document disclosures of PHI as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Within twenty (20) business days after a written request from Covered Entity, Business Associate will make

available to Covered Entity such information sufficient to enable Covered Entity to respond to such accounting request.

3.9 HHS Access. Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA. Business Associate will promptly notify Covered Entity of any such request, except where prohibited by law.

3.10 Workforce Training. Business Associate will ensure that members of its workforce who have access to PHI receive appropriate training regarding their obligations with respect to PHI under this BAA and HIPAA, and will maintain reasonable records of such training.

3.11 Compliance with Covered Entity's Obligations. To the extent Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of those obligations.

4. Obligations of Covered Entity

4.1 Notice of Privacy Practices. Covered Entity will notify Business Associate of any limitation in Covered Entity's notice of privacy practices under 45 C.F.R. § 164.520, to the extent such limitation may affect Business Associate's use or disclosure of PHI.

4.2 Changes to or Revocation of Authorization. Covered Entity will notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose PHI, to the extent such changes may affect Business Associate's use or disclosure of PHI.

4.3 Restrictions. Covered Entity will notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. § 164.522, to the extent such restriction may affect Business Associate's use or disclosure of PHI.

4.4 Permissible Requests. Covered Entity will not request that Business Associate use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity, except as expressly permitted under Sections 2.2 (management and administration), 2.3 (data aggregation), or 2.4 (de-identification) of this BAA.

4.5 Inputs and Authority. Covered Entity is responsible for the accuracy, lawfulness, and minimum-necessary scope of PHI provided to Business Associate by Covered Entity, its workforce, or its agents, and for ensuring that Covered Entity has obtained the authorizations and consents necessary to make such PHI available to Business Associate.

5. Term and Termination

5.1 Term. This BAA is effective as of the Effective Date of the Agreement and continues in effect until the earliest of: (a) termination of the Agreement; (b) termination of this BAA in accordance with Section 5.2; or (c) the date on which Business Associate no longer creates, receives, maintains, or transmits PHI on behalf of Covered Entity, subject in each case to the survival provisions of Section 6.5.

5.2 Termination for Breach. If either party (the "Non-Breaching Party") determines that the other party has materially breached this BAA, the Non-Breaching Party may, in its discretion: (a) provide written notice of the breach to the breaching party and an opportunity to cure within thirty (30) days, and if the breach is not cured within that period, terminate this BAA and the Agreement upon written notice; or (b) if cure is not feasible, terminate this BAA and the Agreement immediately upon written notice. To the extent reasonably practicable, the

parties will work together in good faith to cure any breach prior to termination.

5.3 Effect of Termination on PHI.

- (a) **Return or Destruction.** Upon termination of this BAA for any reason, Business Associate will, with respect to PHI created, received, maintained, or transmitted on behalf of Covered Entity, return to Covered Entity or destroy all such PHI (and copies thereof) that Business Associate maintains in any form, in accordance with the data return procedures set forth in Section 4.2.1 of the Agreement.
- (b) **Infeasibility.** If Business Associate determines that return or destruction of PHI is not feasible, Business Associate will: (i) notify Covered Entity in writing of the conditions that make return or destruction infeasible; (ii) extend the protections of this BAA to the PHI; and (iii) limit further uses and disclosures of the PHI to those purposes that make return or destruction infeasible, for so long as Business Associate maintains the PHI.
- (c) **Backups and Archives.** The parties acknowledge that PHI may be retained in routine system backups, archives, and other records-retention media in accordance with Business Associate's records-retention and disaster-recovery practices, and that any such retained PHI will continue to be subject to the protections of this BAA until destroyed in the ordinary course.

6. Miscellaneous

6.1 Interpretation. Any ambiguity in this BAA will be resolved in favor of an interpretation that permits the parties to comply with HIPAA. References in this BAA to provisions of HIPAA are deemed to refer to those provisions as in effect from time to time.

6.2 Amendment for Compliance. The parties will negotiate in good faith such amendments to this BAA as may be necessary to comply with any change in HIPAA or other applicable law. Any other amendment to this BAA will be effective only if in writing and signed by both parties.

6.3 Conflict. In the event of a conflict between this BAA and the Agreement (including any other exhibits to the Agreement) with respect to PHI, this BAA controls. With respect to all other matters, the Agreement controls.

6.4 No Third-Party Beneficiaries. Nothing in this BAA confers, or is intended to confer, any rights or remedies upon any person or entity other than the parties to this BAA.

6.5 Survival. Sections 3.4 (Mitigation), 3.5 (Reporting) with respect to events occurring during the Term, 3.9 (HHS Access), 5.3 (Effect of Termination on PHI), and 6 (Miscellaneous) of this BAA, and any other provisions that by their nature should survive termination, will survive termination or expiration of this BAA.

6.6 Relation to Agreement. This BAA forms part of the Agreement. Except as expressly modified by this BAA, all terms of the Agreement remain in full force and effect and apply to the parties' respective obligations under this BAA, including the limitations of liability set forth in Section 6 of the Agreement.

6.7 Independent Contractors. Nothing in this BAA creates a partnership, joint venture, agency, or employment relationship between the parties.

IN WITNESS WHEREOF, the parties have executed this BAA as of the Effective Date of the Agreement.

ATTACHMENT D

SUPPORT AND SERVICE LEVEL AGREEMENT

This Support and Service Level Agreement (this “SLA”) sets forth Attenteo, LLC’s (“Attenteo”) commitments regarding availability of the Services and provision of support with respect to the Services and the Application. This SLA is incorporated into and forms part of the Subscription Terms and Conditions forming part of the Agreement between Attenteo and Client. Capitalized terms used but not defined here have the meanings given in the Agreement.

1. Definitions

1.1 “Available” means that the Application is reachable by Authorized Users and substantially performs its core functions, excluding any Excluded Periods.

1.2 “Excluded Periods” means the categories of unavailability set forth in Section 4.

1.3 “Monthly Availability” means, for a given calendar month, the percentage calculated as $((\text{Total Minutes in Month} - \text{Unavailable Minutes} - \text{Excluded Period Minutes}) / (\text{Total Minutes in Month} - \text{Excluded Period Minutes})) \times 100$.

1.4 “Severity Level” has the meaning set forth in Section 5.

1.5 “Support Hours” means 8:00 a.m. to 6:00 p.m. Eastern Time, Monday through Friday, excluding Attenteo-observed United States holidays. Severity 1 issues are addressed 24 hours per day, 7 days per week.

1.6 “Unavailable Minutes” means the aggregate minutes during a calendar month when the Application is not Available, calculated based on Attenteo’s monitoring systems.

2. Availability Commitment

Attenteo will use commercially reasonable efforts to make the Application Available with Monthly Availability of at least 99.5% (the “Availability Target”).

3. Service Credits

3.1 Credit Schedule. If Monthly Availability falls below the Availability Target in any calendar month, Client is entitled to a Service Credit calculated as follows:

Monthly Availability	Service Credit	Cap on Credit
≥ 99.5%	0% (target met)	—
98.5% to < 99.5%	5% of monthly Fees for the affected month	Subject to Section 3.4 cap
95.0% to < 98.5%	10% of monthly Fees for the affected month	Subject to Section 3.4 cap
< 95.0%	25% of monthly Fees for the affected month	Subject to Section 3.4 cap

3.2 Claim Process. To receive a Service Credit, Client must submit a written claim to Attenteo within thirty (30) days after the end of the calendar month in which the Availability Target was missed. The claim must include the month at issue and reasonable detail supporting the claim. Attenteo will validate the claim against its monitoring records and apply any approved Service Credit against the next invoice issued to Client.

3.3 Sole and Exclusive Remedy. Service Credits are Client’s sole and exclusive remedy, and Attenteo’s sole and exclusive liability, for any failure to meet the Availability Target, except as set forth in Section 3.5.

3.4 Maximum Credit. The aggregate Service Credits granted to Client in any calendar month will not exceed twenty-five percent (25%) of the monthly Fees payable for that month. Service Credits are non-refundable and may not be exchanged for cash.

4. Excluded Periods

The following periods of unavailability are not counted toward Monthly Availability and do not give rise to Service Credits:

- Scheduled maintenance performed during a Maintenance Window in accordance with Section 6;
- Emergency maintenance reasonably necessary to address a security vulnerability, prevent or remediate a Security Incident, or comply with applicable law, where Attenteo provides such notice as is reasonably practicable under the circumstances;
- Force Majeure events as defined in Section 9 of the Agreement;
- Failure or unavailability of services provided by third parties not under Attenteo’s reasonable control, including internet service providers, public certificate authorities, and Client’s own equipment, networks, or third-party integrations;
- Suspension of access pursuant to Section 11 of the Acceptable Use Policy or as otherwise authorized under the Agreement;
- Unavailability caused by Client’s acts or omissions, including misuse of the Application, exceeding documented usage limits, or failure to comply with the Agreement or this SLA; or
- Beta, evaluation, or pre-release features expressly identified as not subject to this SLA.

5. Support Services

5.1 Support Channels. Attenteo provides email-based support at support@attenteo.com and through any in-Application support channels Attenteo makes available. Severity 1 issues may additionally be reported through any 24/7 contact method designated by Attenteo from time to time.

5.2 Severity Levels. Each support request submitted by Client will be classified by Attenteo, in consultation with Client, as one of the following Severity Levels:

Severity	Definition	Initial Response Target	Coverage
Severity 1	The Application is unavailable to substantially all Authorized Users, or there is material loss of, or unauthorized access to, Client Data.	Within one (1) hour of receipt	24 hours per day, 7 days per week
Severity 2	A material function of the Application is impaired or unavailable, affecting multiple Authorized Users, with no commercially reasonable workaround.	Within four (4) Support Hours	Support Hours
Severity 3	A non-material function is impaired or unavailable, or a material function is impaired with a commercially reasonable workaround.	Within one (1) Business Day	Support Hours
Severity 4	Question, configuration request, or feature inquiry not affecting Application function.	Within two (2) Business Days	Support Hours

5.3 Resolution Targets. Attenteeo will use commercially reasonable efforts to resolve support requests promptly based on Severity Level. Attenteeo does not commit to specific resolution times because resolution depends on factors that may include Client cooperation, third-party services, and the nature of the underlying issue.

5.4 Escalation. Client may escalate any support request that, in Client's reasonable judgment, is not progressing appropriately, by contacting Attenteeo through any channel made available for escalation. Attenteeo will route escalated requests to a designated escalation owner.

6. Maintenance Windows

6.1 Scheduled Maintenance. Attenteeo conducts scheduled maintenance during low-traffic windows. Standard scheduled maintenance windows are Saturday and Sunday from 11:00 p.m. to 5:00 a.m. Eastern Time. Attenteeo will use commercially reasonable efforts to provide at least seventy-two (72) hours' advance notice of scheduled maintenance that is reasonably expected to result in unavailability of the Application.

6.2 Emergency Maintenance. Attenteeo may conduct emergency maintenance with such advance notice as is reasonably practicable under the circumstances. Emergency maintenance is treated as an Excluded Period under Section 4(b).

6.3 Updates and New Releases. Attenteeo deploys updates, patches, and new releases to the Application on an ongoing basis. Routine updates are intended to be non-disruptive and are not treated as maintenance windows.

7. Reporting

7.1 Status Page. Attenteeo maintains a publicly accessible status page communicating real-time and historical availability of the Application.

7.2 Monthly Reports. Upon written request from Client (which may be a standing request), Attenteeo will provide a monthly availability report for Client's tenant for the prior calendar month.

8. Client Obligations

Client's eligibility for Service Credits and timely support response is conditioned on Client's compliance with the following:

- Promptly reporting suspected unavailability or support issues through the channels described in Section 5.
- Providing reasonable detail and reproduction information for support requests.

- Designating administrative and technical points of contact authorized to interact with Attenteeo regarding support and incidents.
- Compliance with the Agreement, the Acceptable Use Policy, and any documented Application requirements.
- Maintaining current versions of supported web browsers and operating systems on Authorized User endpoints.

9. Modifications to this SLA

Attenteeo may modify this SLA from time to time. Attenteeo will provide Client with at least thirty (30) days' prior written notice of any modification to this SLA that materially and adversely affects Client's rights, and the modification will become effective at the end of such notice period. As Client's sole and exclusive remedy with respect to any such material adverse modification, Client may terminate this Agreement by providing written notice of termination to Attenteeo at any time prior to the effective date of such modification, in which case Attenteeo will refund to Client, on a pro rata basis, any Fees prepaid by Client for the period after the effective date of termination. Modifications that are required to comply with applicable law, that improve Client's rights, or that are non-material (such as clarifications and formatting changes) are effective upon notice. No modification to this SLA may (i) increase the Fees payable by Client; (ii) reduce Attenteeo's confidentiality, data protection, or indemnification obligations under the Agreement; or (iii) override or modify any other express provision of the Agreement, in each case without Client's written consent.