SOFTWARE AS A SERVICE MASTER SERVICE AGREEMENT

Carebility SaaS-MSA v2026-11

1. Parties and Effective Date

This Software as a Service Master Service Agreement (this "Agreement") is entered into as of the Effective Date by and between Carebility, Inc., a Delaware corporation ("Carebility"), and the customer identified as "Customer" in the applicable Sales Order ("Customer"). Customer's legal name and address for notices are as stated in the Sales Order, and Customer's authorized signatory is the individual who signs the Sales Order on Customer's behalf. The "Effective Date" is the date on which the first Sales Order referencing this Agreement is executed by both parties, unless that Sales Order states a different Effective Date.

WHEREAS, Carebility has the right to license access and use of the Services (defined below); and

WHEREAS, Customer desires to access and use the Services, all in accordance with the terms and conditions hereof;

NOW, THEREFORE, in consideration of the foregoing, and in reliance on the mutual agreements contained herein, the parties agree as follows:

2. Definitions

(a) "Services": The web services described and specified on the applicable Sales Order and any updates or upgrades to such services that may be generally released by Carebility to customers from time to time.

(b) "Carebility Technology": The computer hardware, software, and other tangible equipment and intangible computer code necessary to deploy and serve the Services via the Site, including the AI Services.

(c) "Site": Carebility's websites and web applications, including carebility.com and app.carebility.com and any successor domains, including the Carebility Technology.

(d) "Authorized Users": The identifiable unique persons consisting of Customer's personnel and outside consultants who are authorized by Customer to access and use the Services. Authorized Users may include Customer's third-party consultants, outsourcers, contractors, and other service providers.

(e) "Affiliate": With respect to a party, any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by, or under common control with such party.

(f) "Customer Data": Customer's information or other data processed, stored, or transmitted by, in, or through the Services, including, without limitation, personal information relating to Customer's personnel, customers, and prospective customers, such that the identity of such persons is apparent or can reasonably be determined. Customer Data may include "Protected Health Information" and/or "Electronic Protected Health Information" as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act. Customer Data includes PHI and Customer AI Data.

(g) "Sales Order": A document indicating it is a "sales order," which incorporates this Agreement and, if applicable, the BAA, and is duly executed by the parties by handwritten or electronic signature. Each

Sales Order shall identify the version of this Agreement and, if it incorporates a BAA, the applicable BAA.

(h) “Proprietary Rights”: Any and all rights, whether registered or unregistered, related to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other intellectual or industrial property.

(i) “BAA”: The business associate agreement between the parties that applies to Services involving PHI, whether separately executed or incorporated through a Sales Order, as amended in accordance with its terms.

(j) “PHI,” “Security Incident,” “Breach,” and “Subcontractor” have the meanings given in the BAA.

(k) “AI Services” means the AI-enabled features of the Services.

(l) “AI Output” means outputs generated by the AI Services.

(m) “Customer AI Data” means PHI, De-identified Data derived from PHI, and prompts, inputs, AI Output, corrections, edits, ratings, approvals, rejections, and other feedback generated by Customer or its Authorized Users.

(n) “Customer-Dedicated Model” means any customer-specific model, model configuration, embedding, retrieval index, prompt library, or learned behavior created or improved using Customer AI Data. Customer-Dedicated Model excludes general models, algorithms, techniques, know-how, and improvements that do not contain, disclose, or permit reconstruction of Customer Data or identify Customer or any individual.

(o) “Integrations” means interfaces through which the Services exchange data with Customer systems.

(p) “Operational Data” means technical logs, telemetry, performance and reliability metrics, and security event data that do not contain PHI or identify Customer.

(q) “Documentation”: The user guides, help materials, and specifications for the Services that Carebility makes generally available to its customers, as updated from time to time.

(r) “De-identified Data” shall have the meaning set forth in the BAA.

3. Subscription Grant

Subject to the Sales Order and other terms and conditions of this Agreement, Carebility hereby grants to Customer and its Affiliates, limited to the extent of Authorized Users set forth in the Sales Order and solely for Customer’s and its Affiliates’ internal business purposes, a non-exclusive, non-transferable, worldwide right to access the Site and use the Services in accordance with the Agreement for the applicable subscription term. All rights not expressly granted to Customer herein are expressly reserved by Carebility.

4. Use Restrictions

Customer covenants and agrees that its use of the Services will comply with this Agreement and all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, Customer shall not, nor shall it permit or assist its Affiliates, Authorized Users, or others to, directly or indirectly:

(a) Abuse or fraudulently use the Services.

(b) Process or permit the processing of data for any third party not expressly authorized herein to access and use the Services.

(c) Attempt to copy, reverse-engineer, decompile, disassemble, create derivative works from, or otherwise attempt to derive the source code of any part of the Carebility Technology.

(d) Access, alter, or destroy any information belonging to any other customer of Carebility by fraudulent means or device, or attempt to do so.

(e) Share access codes or credentials, or permit access to the Services by anyone other than Authorized Users.

(f) Access or use the Services, the Documentation, or AI Output to build, benchmark, or support a competing product or service, or publish benchmark or performance results about the Services without Carebility's prior written consent.

(g) Use the Services or AI Output to train, fine-tune, or develop any artificial-intelligence model or product that competes with the Services.

(h) Scrape, crawl, or use automated means to extract data or content from the Services, except through Integrations or interfaces that Carebility provides for that purpose.

(i) Introduce malicious code into, interfere with, or circumvent the security or usage limits of the Services or the Carebility Technology.

5. Evaluation and Pilot Option

If the applicable Sales Order expressly provides for the evaluation option, Customer is hereby granted a royalty-free, non-exclusive, non-transferable, worldwide right to access and use the Services for evaluation purposes only, for the evaluation term and for the number of Authorized Users specified on the Sales Order. Technical support services will be provided during the evaluation period at no charge. For the duration of the evaluation license term, the Services will be provided "AS IS," WITHOUT ANY WARRANTY EXPRESS OR IMPLIED, and Customer agrees that the Limited Warranty, any service level commitment, and the indemnities in Section 33 shall not apply during any evaluation term. Notwithstanding the foregoing, the BAA and each party's confidentiality obligations apply in full during the evaluation term, and liability during the evaluation term is subject to Section 36.

Upon expiration of the evaluation term, the evaluation will automatically convert to a paid subscription on the conversion date, fees, and term stated in the Sales Order unless Customer gives Carebility written notice of non-conversion at least thirty (30) days before the evaluation term ends. Carebility will state the conversion date, fees, and opt-out deadline in the Sales Order. If any of those terms is omitted, the evaluation expires without automatic conversion unless the parties execute a new Sales Order. If the evaluation does not convert, Section 42 applies to Customer Data, PHI, and Customer-Dedicated Models.

6. Security

Customer is solely responsible for acquiring and maintaining technology and procedures to secure its link to the Internet. Carebility shall implement and maintain reasonable administrative, physical, and technical safeguards consistent with industry standards and, for PHI, the HIPAA Security Rule, designed to protect Customer Data against unauthorized access, use, disclosure, alteration, or destruction (the "Security Standard").

Carebility shall not be liable for unauthorized access to Customer Data to the extent caused by (a) Customer's or its Authorized Users' acts or omissions, including failure to protect access codes or

credentials, or (b) Internet or network services not provided or controlled by Carebility or its Subcontractors, provided in each case that Carebility has complied with the Security Standard.

Carebility will notify Customer without unreasonable delay, and no later than five (5) business days after discovery, of any Security Incident involving Customer Data that results in unauthorized access, use, or disclosure. The notice will include reasonably available information regarding the nature of the incident, the data affected, and Carebility's containment and remediation efforts, and Carebility will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access.

7. Set-Up of Services

On or before the Go Live date specified in the applicable Sales Order, Carebility will complete all tasks required to make the Services accessible to Customer.

8. Access Codes for Services

Carebility will permit access to the Services only over the Internet using access codes assigned by Carebility. Access codes will be deemed the Confidential Information of both parties.

9. Data Residency

All Customer Data, including PHI and Customer AI Data, shall be stored and processed only in the United States, including all AI inference and other processing by third-party AI model providers and other Subcontractors, and Carebility shall not permit any person to access PHI from outside the United States.

10. Backups

At no additional charge, Carebility shall make periodic incremental backups ("Incremental Backups") and periodic full backups ("Full Backups") of Customer Data archived with Carebility Technology. Backups will be stored off-site in a secure facility designed for emergency use and encrypted in accordance with the Security Standard. Backups containing PHI will be destroyed in the ordinary course of backup rotation, not to exceed ninety (90) days after termination, and will remain protected under this Agreement and the BAA until destroyed.

11. Monitoring of Customer's Use

Carebility reserves the right to internally monitor Customer's usage of the Site and Services and to use Operational Data to operate, secure, maintain, and support the Services and improve their reliability and security.

12. No Commingling of Customer Data

The Services will be operated in an environment where:

(a) All Customer Data is stored logically separate from those of other Carebility customers, or

(b) Customer Data are logically partitioned sufficiently to protect their security and privacy.

Customer-Dedicated Models and the training datasets used to create them are logically segregated as and if required by applicable law.

13. Purchase of Additional Services

Customer may purchase additional services through a Sales Order. These purchases will be governed by the terms of this Agreement. Any terms or conditions provided by Customer in its purchase order or other

documents that differ from this Agreement shall not be binding unless expressly accepted in writing by Carebility.

14. Subscription Fees; Payment Terms

Customer shall pay periodic subscription fees for the Services and technical support as specified in the applicable Sales Order.

Payment Terms. Billing cadence, invoice due dates, late charges, invoice-dispute procedures, and price changes are as stated in the applicable Sales Order. If a Sales Order does not state an invoice due date, invoices are due thirty (30) days after the invoice date. If a Sales Order does not state a late charge, undisputed overdue amounts accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law. Customer shall pay the undisputed portion of each invoice when due while any good-faith dispute is resolved.

15. Suspension of Services

Carebility may suspend access to all or part of the Services (a) if any undisputed amount remains unpaid after the period for non-payment stated in the Sales Order or, if the Sales Order states none, fifteen (15) days following Carebility's written notice of non-payment, or (b) immediately, to the extent reasonably necessary, to prevent or respond to a security threat, a Security Incident, or use of the Services in violation of law or Section 4. Carebility will limit any suspension in scope and duration to what is reasonably necessary, give notice (in advance where practicable), and restore access promptly once the cause is resolved. Suspension does not relieve Carebility of its obligations under Section 42 or the BAA, including the return and destruction of PHI.

16. Taxes

All fees are exclusive of taxes or duties. If Carebility is required to pay or collect any federal, state, local, value-added tax, or duty on fees charged under this Agreement, excluding taxes on Carebility's net income, such taxes and/or duties will be billed to and paid by Customer upon receipt of Carebility's invoice and supporting documentation.

17. Technical Support, Service Levels, Training, and Consulting Services

During the term of this Agreement, Carebility shall provide technical support via email or telephone at no additional charge in accordance with Carebility's support policy available at https://trust.carebility.com. Additional services, training, or consulting services will be provided on a time and materials ("T&M") basis:

(a) Customer shall pay for time spent performing such services, plus materials, taxes, and reimbursable expenses.

(b) Customer shall give advance approval of costs associated with any additional services, training or consulting.

(c) Rates for such services shall reflect Carebility's then-current standard rates.

Carebility reserves the right to require non-refundable fees or deposits before commencing services.

18. Contacts

Customer shall designate a principal technical contact, an Authorized User administrator contact, and a privacy and security contact for reports under Section 6 or the BAA by email to support@carebility.com or another method Carebility makes available, and may update these contacts the same way. Until Customer

designates a privacy and security contact, the individual who signed the Sales Order on Customer's behalf serves as that contact.

19. Proprietary Rights Ownership

All right, title, and interest in the Site, Services, Carebility Technology, AI Services, software, base models, and underlying technology, and all Proprietary Rights thereto, remain exclusively vested in Carebility and its licensors. Carebility retains its rights in Customer-Dedicated Models subject to Customer's rights in Customer AI Data and the restrictions in Section 24. Customer hereby irrevocably assigns to Carebility any rights to suggestions, ideas, feedback, or recommendations provided by Customer personnel regarding the Services ("Feedback"), but Feedback excludes PHI and Customer AI Data. As between the parties, Customer retains all rights in its Customer Data and Customer AI Data, including AI Output, corrections, edits, ratings, and other model-feedback signals.

The carebility.com domain name, product names, and logos associated with the Services are trademarks of Carebility or third parties. No right or license is granted to use them.

20. Mutual Exchange of Confidential Information

The parties anticipate that each may disclose confidential information to the other. Accordingly, the parties desire to establish in this Section terms governing the use and protection of certain information one party ("Owner") may disclose to the other party ("Recipient").

21. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means:

(a) The terms and conditions of this Agreement.

(b) Non-public aspects of Carebility's Site, the operation thereof, Carebility Technology, the Services and additional services provided by Carebility, and Carebility's business and technical information and data.

(c) Customer Data, and non-public aspects of Customer's technology, computer programs, business and technical information, and data.

Confidential Information also includes any additional information that is disclosed to the Recipient and which is identified as or would be understood by a reasonable person to be confidential or proprietary.

22. Restrictions on Use and Disclosure

Recipient may use Owner's Confidential Information to perform obligations or exercise rights granted under this Agreement and shall protect such Confidential Information from disclosure to others by using the same degree of care it uses to protect its own proprietary information of like importance, but in no case less than a reasonable degree of care.

Recipient may disclose Confidential Information received hereunder only as reasonably required to exercise rights or perform its obligations under this Agreement and only to its and its Affiliates' employees, contractors, Subcontractors (including cloud hosting and AI model providers), and legal, accounting, and other professional advisors who have a need to know for such purposes and who are bound by written confidentiality obligations (or, for professional advisors, professional duties of confidentiality) at least as protective as those in this Agreement. A Subcontractor that processes PHI must be bound by written obligations required by HIPAA and the BAA. Recipient is responsible for any breach of this Section by persons to whom it discloses Confidential Information.

Upon termination of this Agreement and the Owner's written request, Recipient shall return or destroy the Owner's Confidential Information, except that Customer Data, including PHI, is governed by Section 42 and the BAA. Confidentiality obligations continue for five (5) years after termination, and for trade secrets for as long as they remain trade secrets. Obligations regarding PHI continue as provided in the BAA.

23. Exclusions

The restrictions on the use and disclosure of Confidential Information shall not apply to information that:

(a) Is in the possession or control of Recipient at the time of its disclosure under this Agreement.

(b) Becomes publicly known through no wrongful act of Recipient.

(c) Is received by Recipient from a third party free to disclose it without obligation to Owner.

(d) Is independently developed by the Recipient as evidenced by written and dated records, without breach of this Agreement.

(e) Is the subject of written permission to disclose provided by Owner.

The Recipient may disclose Confidential Information of Owner as required by a governmental agency or by operation of law, provided that Recipient gives Owner written notice as soon as practicable and reasonably cooperates with Owner to contest such disclosure.

The exclusions in clauses (a) through (d) above do not apply to PHI, which remains subject to the BAA regardless of whether it would otherwise be excluded.

24. HIPAA Compliance; BAA; Data Use, De-identification, and AI Training

To the extent applicable to Carebility in its capacity as a Business Associate in providing the Services, Carebility shall comply with:

(a) HIPAA, as amended by HITECH.

(b) The BAA, which is incorporated into and forms part of this Agreement with respect to Services involving PHI. Before Carebility creates, receives, maintains, or transmits PHI on Customer's behalf, the parties will execute a BAA, either separately or through a Sales Order that expressly identifies and incorporates it. If the parties have separately executed a business associate agreement that applies to the Services, that agreement constitutes the BAA.

Use of Customer Data; De-identification; AI Training. Carebility may use Customer Data only to provide, support, secure, maintain, and improve the Services for Customer, to comply with law, and as Customer otherwise authorizes. Carebility may de-identify and aggregate Customer Data in accordance with the BAA and applicable law and may use De-identified Data for any lawful business purpose, including developing, training, testing, evaluating, and improving Carebility's products, services, and AI models, provided Carebility does not attempt to re-identify such data or use it to identify Customer, its Affiliates, Authorized Users, or any individual. Customer authorizes Carebility to use Customer AI Data to train, fine-tune, ground, evaluate, configure, and improve Customer-Dedicated Models solely for Customer's benefit. Carebility shall logically segregate Customer-Dedicated Models and related training data and shall not use Customer AI Data (other than De-identified Data) or any Customer-Dedicated Model to train or improve any model, product, or service for another customer or third party without Customer's separate written consent. Notwithstanding the foregoing, Carebility may apply general learnings, algorithms, techniques, know-how, and improvements developed through such training across its products and customer base, provided they do not contain or disclose Customer Data, permit reconstruction of

Customer Data, include any Customer-Dedicated Model or other customer-specific artifact, or identify Customer, its Affiliates, Authorized Users, or any individual. Carebility shall require each third-party AI model provider not to use Customer AI Data to train its models or retain Customer AI Data beyond providing the Services. Carebility may use Operational Data as provided in Section 11 and may generate statistical reports that do not identify Customer, its Affiliates, or any individual.

25. AI Services; AI Output

(a) Limited Use; Not a Substitute for Professional Judgement. The AI Services and AI Output are intended solely to support administrative, operational, documentation, training, productivity, and quality-control functions. They are not decision-support tools and are not designed or intended to recommend or direct patient-specific care, treatment, diagnosis, coding, billing, or other professional decisions. AI Output is not medical, nursing, legal, coding, or billing advice, and it does not replace the professional judgment of Customer's licensed clinicians and other qualified personnel.

(b) Customer Responsibility. Customer and its licensed and qualified staff remain solely responsible for (i) reviewing AI Output before relying on it; (ii) all clinical, care-planning, assessment (including Minimum Data Set (MDS) assessments), documentation, coding, billing, claims, and regulatory compliance decisions; (iii) any AI Output that they approve, adopt, sign, or incorporate into Customer's medical or business records or submit to any payer or government agency, including the Centers for Medicare & Medicaid Services (CMS) and state Medicaid agencies; and (iv) configuring human review and approval steps for AI agent actions that write to Customer's systems, using the configuration options Carebility makes available.

(c) NO WARRANTY OF ERROR-FREE OUTPUT. AI MODELS CAN PRODUCE OUTPUT THAT IS INACCURATE, INCOMPLETE, OR OUT OF DATE. CAREBILITY DOES NOT REPRESENT OR WARRANT THAT AI OUTPUT WILL BE ACCURATE, COMPLETE, CURRENT, OR FREE OF ERRORS, OMISSIONS, OR DEFECTS, OR SUITABLE FOR ANY CLINICAL OR PATIENT-CARE PURPOSE, AND, TO THE FULLEST EXTENT PERMITTED BY LAW, AI OUTPUT IS PROVIDED "AS IS."

(d) Precedence. This Section controls over any conflicting term of this Agreement or a Sales Order to the extent it relates to AI Output. Nothing in this Section limits Carebility's obligations under the BAA or applicable law regarding the privacy and security of PHI, including PHI contained in AI Output.

26. General Skills and Knowledge

Notwithstanding anything to the contrary in this Agreement, Customer agrees that Carebility is not prohibited from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including information publicly known, publicly available, or that could reasonably be acquired in similar work performed for another customer of Carebility. This Section does not permit any use or disclosure of PHI, Customer AI Data, or Customer's Confidential Information other than as permitted by Sections 22 through 24 and the BAA.

27. Customer Representations and Warranties

Customer represents and warrants that:

(a) The performance of its obligations and use of the Services (by Customer and its Authorized Users) will not violate any applicable laws or regulations or cause a breach of any agreements with third parties, nor unreasonably interfere with the use of Carebility's services by other Carebility customers.

(b) Carebility does not monitor the content of information passing through the Services to verify accuracy or legal compliance. Customer agrees to use commercially reasonable efforts to ensure that the information it and its Authorized Users transmit complies with all applicable laws and regulations, whether now in existence or enacted in the future.

(c) Customer has the right and authority, including under its agreements with its electronic health record and other system vendors, to authorize the Integrations and to disclose Customer Data to Carebility for the Services, and has obtained any consents, authorizations, notices, and disclosures required by law, including for recording or transcription. Customer will notify Carebility before providing records subject to 42 C.F.R. Part 2 or other specially protected information that requires additional contractual or technical safeguards.

Customer acknowledges that Carebility may report suspected violations of law, including suspected Medicare or Medicaid fraud or abuse, to appropriate authorities as permitted by law, including 45 C.F.R. § 164.502(j)(1).

28. Breach by Customer

In the event of any breach by Customer of the above representations or warranties, in addition to any other remedies available at law or in equity, Carebility will have the right to immediately suspend any Services if deemed reasonably necessary to prevent harm to Carebility and its business. Carebility will use commercially reasonable efforts to provide notice to Customer if feasible and an opportunity to remedy the breach. Suspension for non-payment or security reasons is governed by Section 15.

29. Carebility Representations and Warranties

Carebility represents and warrants that:

(a) It has the legal right to enter into this Agreement and perform its obligations hereunder.

(b) The performance of its obligations and delivery of the Services to Customer will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between Carebility and any third parties.

In the event of a breach by Carebility of the foregoing warranties, Customer’s sole remedy shall be the termination of this Agreement upon written notice to Carebility.

30. Limited Warranty

Carebility represents and warrants that the Services will conform to all material operational features as described in the applicable Sales Order and the Documentation (the “Limited Warranty”). The Limited Warranty does not apply to AI Output, which is governed by Section 25.

Customer shall notify Carebility in writing of any non-conformity with the Limited Warranty within thirty (30) days after discovering it. Customer’s sole and exclusive remedy for breach of this Limited Warranty shall be the prompt correction of non-conforming Services at Carebility’s expense or, if Carebility does not correct the non-conformity within thirty (30) days after notice, termination of the affected Sales Order and a refund of prepaid fees for the remainder of its term.

31. Warranty Disclaimers

EXCEPT FOR THE LIMITED WARRANTY PROVIDED ABOVE, NEITHER CAREBILITY NOR ANY OF ITS SUPPLIERS OR RESELLERS MAKE ANY WARRANTY OF ANY KIND,

EXPRESS OR IMPLIED. CAREBILITY AND ITS SUPPLIERS SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND DATA ACCURACY, INCLUDING THE ACCURACY OF AI OUTPUT (SEE SECTION 25).

CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE REGARDING THE SERVICE AND THAT CUSTOMER HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT IN THIS AGREEMENT.

CAREBILITY DOES NOT WARRANT THAT THE SERVICE OR SITE WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE SERVICE OR SITE WILL OPERATE IN THE COMBINATIONS CUSTOMER MAY SELECT FOR USE, OR THAT THE OPERATION OF THE SERVICES OR SITE WILL BE UNINTERRUPTED OR ERROR-FREE.

FURTHER, CUSTOMER ACKNOWLEDGES AND AGREES THAT CAREBILITY HAS NO CONTROL OVER THE INTERNET AND IS NOT LIABLE FOR THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE SERVICES.

32. Disclaimer of Actions of Third Parties

Carebility does not and cannot control the flow of data to or from Carebility Technology and other portions of the Internet. Such data flow depends on the performance of Internet services provided or controlled by third parties.

At times, actions or inactions of such third parties can impair or disrupt Customer's connections to the Internet (or portions thereof). Although Carebility will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, Carebility cannot guarantee that such events will not occur. CAREBILITY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES THAT ARE NOT CAREBILITY'S SUBCONTRACTORS.

33. Indemnification

Except for third-party software, including without limitation open-source software, Carebility will indemnify, defend, and hold harmless Customer and its Affiliates from and against any lawsuit, liability, loss, cost, or expense arising out of a third-party claim made against Customer that Carebility Technology or Services infringe upon any U.S. intellectual property right of a third party, provided that Carebility is notified in writing of such claim promptly after the claim is made upon Customer.

Carebility shall have the right to control any defense of the claim. In no event shall Customer settle any such claim without Carebility's prior written approval. Carebility shall have no liability or obligation if the claim arises from:

(a) Any alteration or modification to Carebility Technology or Services other than by Carebility.

(b) Any combination of Carebility Technology or Services by Customer with other programs or data not furnished by Carebility.

(c) Any use by Customer of Carebility Technology or Services outside the scope of this Agreement.

Customer Indemnity. Customer will indemnify, defend, and hold harmless Carebility and its Affiliates and their officers, directors, employees, and agents from and against any third-party claim, including any claim, audit, or investigation by a governmental authority or payer, and the resulting losses, liabilities, judgments, settlements, costs, and expenses (including reasonable attorneys' fees), to the extent arising from (a) Customer's or its Authorized Users' clinical, care-planning, assessment, documentation, coding, billing, or claims decisions, including any AI Output they approve, adopt, sign, or submit to any payer or government agency; (b) Customer Data as provided by Customer or its Authorized Users, to the extent it infringes or violates a third party's rights or applicable law, or Customer's lack of rights, authority, or consents to provide it or authorize the Integrations; or (c) Customer's or its Authorized Users' violation of law or of Section 4.

Procedure. The indemnified party shall give prompt written notice of the claim, permit the indemnifying party to control the defense and settlement with counsel reasonably acceptable to the indemnified party, and provide reasonable cooperation at the indemnifying party's expense. The indemnifying party shall not settle a claim in a manner that admits fault on behalf of, or imposes non-monetary obligations on, the indemnified party without its prior written consent, which shall not be unreasonably withheld. Any indemnity expressly stated in the BAA is governed by the BAA.

34. Options for Infringement Claims

If any party is enjoined from using the Carebility Technology, or if Carebility believes that the Carebility Technology may become the subject of a claim of intellectual property infringement, Carebility, at its option and expense, may:

(a) Procure the right for Customer to continue to use the Services.

(b) Replace or modify the Carebility Technology to make it non-infringing, provided, however, that the Services continue to conform to the descriptions and/or specifications provided in the applicable Sales Order.

(c) Terminate this Agreement, in which case Carebility shall refund to Customer any and all subscription fees paid in advance for Services not provided and, at Customer's request and free of charge, provide the Customer Data in a database document format.

This Section and the preceding Section set forth the entire liability of Carebility to Customer for any infringement by the Carebility Technology or Services of any intellectual property right of a third party. Notwithstanding the foregoing, this Section does not apply to third-party software, including without limitation open-source software.

35. Disclaimer of Incidental and Consequential Damages

EXCEPT FOR (I) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTIONS 22 AND 23, (II) A PARTY'S INDEMNITY OBLIGATIONS UNDER SECTION 33, (III) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (IV) CUSTOMER'S OBLIGATION TO PAY FEES OWED, AND SUBJECT TO THE LAST SENTENCE OF THIS SECTION, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY THEORY, INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCTS LIABILITY), FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY CAUSING SUCH DAMAGES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS SECTION APPLIES TO ALL CLAIMS, INCLUDING CLAIMS ARISING OUT OF OR RELATING TO PHI, DE-IDENTIFIED DATA, CUSTOMER AI DATA, AI OUTPUT, OR THE BAA. REASONABLE, DOCUMENTED COSTS OF LEGALLY REQUIRED BREACH NOTIFICATIONS AND CREDIT MONITORING ARISING FROM A BREACH OF UNSECURED PHI CAUSED BY CAREBILITY'S VIOLATION OF THE BAA ARE DIRECT DAMAGES, SUBJECT TO SECTION 36.

36. Liability Cap

(a) CAP. EXCEPT AS PROVIDED IN SUBSECTIONS (B) THROUGH (D), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY SALES ORDER, OR THE BAA, INCLUDING LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR WARRANTY, EXCEED THE FEES PAID AND PAYABLE BY CUSTOMER TO CAREBILITY UNDER THIS AGREEMENT AND ALL SALES ORDERS IN THE TWELVE (12) MONTHS PRECEDING THE LAST EVENT GIVING RISE TO A CLAIM (THE "CAP").

(B) ENHANCED CAP; EXCLUSIONS. AGGREGATE LIABILITY RELATING TO (I) BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER SECTIONS 22 AND 23, (II) CAREBILITY'S INDEMNITY OBLIGATIONS UNDER SECTION 33 OR (III) COVERED SECURITY EVENT(S) TO THE EXTENT RESULTING FROM THAT PARTY'S BREACH OF THIS AGREEMENT OR THE BAA SHALL NOT EXCEED TWO (2) TIMES THE CAP (THE "ENHANCED CAP"). "COVERED SECURITY EVENT" MEANS (A) A BREACH OF UNSECURED PHI OR (B) A SECURITY INCIDENT THAT RESULTS IN UNAUTHORIZED ACCESS TO, ACQUISITION, USE, DISCLOSURE, ALTERATION, OR DESTRUCTION OF CUSTOMER DATA. COVERED SECURITY EVENT DOES NOT INCLUDE AN UNSUCCESSFUL ATTEMPT THAT DOES NOT RESULT IN SUCH ACCESS, ACQUISITION, USE, DISCLOSURE, ALTERATION, OR DESTRUCTION OR IN MATERIAL INTERFERENCE WITH THE SERVICES.

(C) THE CAP AND ENHANCED CAP APPLY ON AN AGGREGATE BASIS FOR ALL CLAIMS ACROSS THIS AGREEMENT, ALL SALES ORDERS, AND THE BAA, AND NOT ON A PER CLAIM BASIS. NEITHER THE CAP NOR THE ENHANCED CAP APPLIES TO (I) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR (II) CUSTOMER'S OBLIGATION TO PAY FEES OWED OR INDEMNIFY UNDER SECTION 33.

(D) PILOTS AND NO-FEE SERVICES. FOR SERVICES PROVIDED AT NO FEE OR AT A WAIVED OR REDUCED FEE, THE FEES USED TO CALCULATE THE CAP SHALL BE THE FEES THAT WOULD HAVE APPLIED TO THOSE SERVICES FOR TWELVE (12) MONTHS UNDER CAREBILITY'S THEN-CURRENT STANDARD PRICING.

37. Term of Agreement

This Agreement commences on the Effective Date and continues until the expiration or termination of the last Sales Order then in effect. If no Sales Order is in effect, either party may terminate this Agreement on thirty (30) days' written notice. Each Sales Order's term and renewal are as stated in that Sales Order. If a Sales Order renews month to month, either party may elect not to renew it by written notice given before the end of the then-current monthly term.

This Agreement and each Sales Order are subject to earlier termination as otherwise provided herein.

38. Term of Sales Order

Any Sales Order created under this Agreement shall commence immediately upon execution by both parties and shall continue as provided in the Sales Order. This Agreement continues to govern each Sales Order until that Sales Order expires or is terminated, and the term, renewal, committed-fee, and pilot provisions of each Sales Order control. Termination of this Agreement for cause under Section 39 terminates all Sales Orders unless the terminating party specifies otherwise.

39. Termination for Cause

If either party fails to comply with any of the material terms and conditions of this Agreement or a Sales Order, including the payment of any subscription license fee or reimbursement due and payable under this Agreement, the non-defaulting party may terminate this Agreement and/or any or all Sales Orders, along with all license rights, upon fifteen (15) days' written notice for non-payment, or thirty (30) days' written notice for any other material breach, to the defaulting party specifying the breach. If the defaulting party remedies all specified breaches within the notice period, termination shall not take effect.

Termination of the BAA affects this Agreement and the applicable Sales Orders only to the extent the BAA or applicable law requires Carebility to cease providing Services involving PHI.

40. Termination by Carebility for End of Life

Carebility intends to provide and support the Services for as long as Customer renews in accordance with the applicable Sales Order. However, if Carebility determines, in its sole discretion, that it is no longer feasible to support the Services, Carebility may terminate this Agreement for end-of-life purposes at any time by providing one hundred eighty (180) days' written notice to Customer. Carebility shall refund any prepaid unused fees for the period after the termination date, and Section 42 applies.

41. Return of Materials

Within ten (10) days of the expiration or termination of any license under any Sales Order, Customer shall return to Carebility any materials provided by Carebility.

42. Return of Customer Data; Transition Services

Upon expiration or termination of this Agreement or any Sales Order, and upon Customer's written request made within thirty (30) days, Carebility shall provide Customer's data, including PHI, in a reasonably available, machine-readable standard format at no additional charge. Carebility shall then return or destroy PHI within thirty (30) days, except as required by law; encrypted backups containing PHI may be retained in the ordinary course of backup rotation for up to ninety (90) days and will remain protected until destroyed. Carebility shall delete or permanently disable Customer-Dedicated Models within sixty (60) days. Carebility may retain and continue to use De-identified Data after expiration or termination as permitted by Section 24. A payment dispute does not delay the return or destruction of PHI. If Customer requests the data in a non-standard format, Customer shall pay Carebility a reasonable fee for technical services as determined by Carebility.

43. Dispute Resolution

Any dispute arising out of or relating to this Agreement, any Sales Order, or the BAA shall be resolved exclusively in the state courts of the State of Delaware located in New Castle County or the United States District Court for the District of Delaware, and each party consents to the personal jurisdiction and venue of those courts and waives any objection based on improper venue or inconvenient forum. Either party may seek injunctive or other equitable relief in any court of competent jurisdiction.

44. Notices

Any notice or communication required or permitted under this Agreement may be delivered by hand, deposited with an overnight courier, sent by email, facsimile, or U.S. Mail, in each case to Customer at the address stated in the applicable Sales Order (or, for email, to the email address of Customer's signatory to the Sales Order or of a contact designated under Section 18), or to Carebility at Carebility, Inc., Attn: Jason Jones, Chief Executive Officer, 101 W Renner Road, Suite 360, Richardson, TX 75082, email: jason@carebility.com, or to such other address as designated in writing by either party. Notice will be deemed given when received. Notices of breach, termination, non-renewal, or an indemnifiable claim sent by email must also be sent by another permitted method. Security Incident and Breach notices under Section 6 or the BAA may be delivered by email to the privacy and security contact designated under Section 18.

45. Assignment

Neither party shall assign this Agreement or any right or interest under it without the other party's prior written consent, except that either party may assign this Agreement, together with all Sales Orders and the BAA, without consent to an Affiliate or to a successor in connection with a merger, acquisition, or sale of all or substantially all of its assets or the business to which this Agreement relates, if the assignee agrees in writing to be bound. This Agreement binds the parties' successors and permitted assigns. Any attempted assignment or delegation in contravention of this Section shall be void and ineffective.

46. Continuing Obligations

The following obligations shall survive the expiration or termination of this Agreement:

(a) Any and all warranty disclaimers, limitations of liability, and indemnities granted by either party herein.

(b) Any covenant granted herein to determine ownership of, or protect, the Proprietary Rights, including without limitation the Confidential Information of either party or any remedy for breach thereof.

(c) The payment of taxes, duties, or any money due to Carebility hereunder.

(d) Sections 24, 25, 33, 36, 42, and 43, accrued payment obligations, and any obligations under the BAA that by their terms or nature survive.

47. Force Majeure

Neither party shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including but not limited to Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, inaction of government agencies or their designated contractors, Internet disruptions, hacker attacks (provided that the affected party has complied with its security obligations, including the Security Standard and the BAA), or communications failures.

If either party is unable to perform for a period of thirty (30) consecutive days due to such causes, the other party may terminate this Agreement immediately without liability by providing ten (10) days' written notice to the other.

Force majeure does not excuse Carebility's obligations under Section 6 or the BAA to report, mitigate, and respond to Security Incidents and Breaches, or Customer's obligation to pay fees for Services provided.

48. Miscellaneous; Order of Precedence

(a) Governing Law: This Agreement shall be construed under the laws of the State of Delaware, without regard to its conflict of law principles, and, as to the HIPAA Standards, by federal law.

(b) Entire Agreement: This Agreement, together with the BAA and all Sales Orders, constitutes the entire understanding of the parties with respect to its subject matter and merges all prior communications, understandings, and agreements.

(c) Modifications: This Agreement may only be modified by a written agreement signed by both parties.

(d) Waiver: Failure to enforce any provision shall not constitute a waiver of that provision or any other provision.

(e) Severability: If any provision is declared invalid or unenforceable, it shall be deemed modified to render it valid and enforceable, or it shall be omitted. The remainder of this Agreement shall remain in full force and effect.

(f) Order of Precedence: In the event of a conflict, (i) the BAA controls solely with respect to the use, disclosure, safeguarding, return, or destruction of PHI and compliance with HIPAA; then (ii) the Sales Order controls solely as to its commercial terms (Services, quantities, fees, payment terms, term, renewal, and pilot terms), unless it expressly identifies the provision of this Agreement it modifies; then (iii) this Agreement. Notwithstanding the foregoing, this Agreement controls with respect to De-identified Data, Customer AI Data, AI Output, AI training, and liability allocation unless the BAA expressly and specifically states otherwise. Pre-printed terms in any Customer purchase order, vendor portal, or similar document do not apply.

(g) Version: This Agreement is Carebility SaaS-MSA version v2026-11. A Sales Order that incorporates this Agreement or the BAA by reference to a URL incorporates the version identified in the Sales Order. Later versions apply only if both parties agree to them in writing, including by executing a Sales Order that references the later version.

(h) Publicity: Carebility shall not use Customer’s name or logo in marketing or publicity, including customer lists, without Customer’s prior written approval.

49. Counterparts; Execution

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one original Agreement. Facsimile or electronically authenticated signatures shall be accepted and enforceable in lieu of original signatures.

This Agreement is executed by the parties’ execution of a Sales Order that references this Agreement by exact version number, including by electronic signature or click-through acceptance. If a Sales Order also expressly identifies and incorporates the BAA, execution of the Sales Order constitutes execution of the BAA; otherwise, the BAA may be executed separately. No separate signature of this Agreement is required.