

## End User License Agreement

This End User License Agreement (“Agreement”) is a legal agreement between you, either an individual or an entity (“Licensee”), and Tynaco, LLC dba Clerie (“Licensor”), a Utah limited liability company, governing your access to and use of the Clerie Electronic Health Record (“Clerie EHR”), a cloud-based electronic health record and practice management platform designed specifically for mental health providers.

By clicking “I Agree” at the time of registration, downloading, accessing, or using Clerie EHR, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. Your continued use of Clerie EHR constitutes your acceptance of this Agreement and any updates or modifications thereto.

The Clerie EHR is provided solely for your internal business use in managing patient records and practice management tasks related to mental health services. Any unauthorized use of Clerie EHR is expressly prohibited.

**(1) DEFINITION OF TERMS.** This End User License Agreement (“Agreement”) is entered into by and between Tynaco, LLC dba Clerie (“Licensor”) and the entity or person agreeing to these terms (“Licensee”). The following terms are defined for the purposes of this agreement:

- (a) **Agreement:** This End User License Agreement, including any amendments or addenda thereto, between Licensor and Licensee.
- (b) **Authorized User:** An individual who is authorized by Licensee to use the Clerie EHR under the terms of this Agreement.
- (c) **Clerie:** Tynaco, LLC dba Clerie, the provider of Clerie EHR.
- (d) **Content:** All text, images, data, information, and other material provided or made available through the Clerie EHR.
- (e) **Confidential Information:** Any information disclosed by one party to the other, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.
- (f) **Documentation:** The official user guides, documentation, and help and training materials, as updated from time to time, accessible via Clerie EHR or otherwise provided by Licensor.
- (g) **Intellectual Property Rights:** All patents, copyrights, trademarks, trade secrets, know-how, and any other intellectual property rights relating to the Clerie EHR.
- (h) **Order Form:** The document executed by Licensee that specifies the services to be provided by Licensor under this Agreement, including any addenda and supplements thereto.

(i) **Patient Data:** Any data, information, or material provided or submitted by or on behalf of Licensee or an Authorized User in the course of using the Clerie EHR, excluding De-Identified Data Sets and Aggregated Data as defined in Section 3(b). Patient Data includes, but is not limited to, Protected Health Information (PHI) as defined under HIPAA and Provider Content as further defined in the Data Ownership section of this Agreement.

(j) **Privacy Policy:** The policy governing the collection, use, and disclosure of personal information by Licensor, as may be amended from time to time.

(k) **Service:** The Clerie Electronic Health Record and any other services provided by Licensor under this Agreement.

(l) **Subscription Term:** The period during which Licensee is authorized to use the Clerie EHR under this Agreement, as specified in the Order Form.

(m) **Third-Party Components:** Software, data, or services not proprietary to Licensor that may be incorporated into, or used in conjunction with, the Clerie EHR.

(n) **User:** Any individual who uses the Clerie EHR, including but not limited to Authorized Users.

## (2) GRANT OF LICENSE

(a) Pursuant to the terms and conditions of this Agreement, Clerie hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Clerie EHR (the “Service”) during the Subscription Term. This license is granted solely for Licensee’s internal business and clinical operations within the geographic jurisdictions where Clerie offers the Service and where such use is lawful.

(b) The license may be exercised on a per-user or enterprise basis, depending on the subscription plan selected by Licensee as specified in the Order Form. Each Authorized User shall have the right to access and use the Service in accordance with the terms of this Agreement and any applicable Documentation provided by Clerie.

(c) Clerie reserves all rights not expressly granted to Licensee under this Agreement. Licensee acknowledges that the Service and all Intellectual Property Rights therein are and shall remain the property of Clerie. Licensee further agrees to comply with all applicable healthcare laws and regulations in the use of the Service. No rights are granted to Licensee hereunder other than as expressly set forth herein.

## (3) OWNERSHIP AND INTELLECTUAL PROPERTY

(a) **Data Ownership.** The parties acknowledge and agree to the following ownership principles:

(i) **Provider Content and PHI.** Licensee and its Authorized Users retain all right, title, and interest in and to:

- (1) Protected Health Information (“PHI”): Any individually identifiable health information created, received, maintained, or transmitted by Licensee through the Service, as defined under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160 and 164), as amended (“HIPAA”);
  - (2) Provider Content: All clinical documentation, treatment notes, care plans, assessments, diagnoses, billing records, practice management data, and other materials created or uploaded by or on behalf of Licensee or Authorized Users through the Service, whether or not such content constitutes PHI; and
  - (3) Patient Data: All other data, information, or material provided or submitted by or on behalf of Licensee or Authorized Users in the course of using the Service, excluding any De-Identified Data Sets, Aggregated Data, AI Models and System Learnings, and Platform Analytics derived therefrom, which are owned by Clerie as set forth in Section 3(b).
- (ii) Nothing in this Agreement transfers ownership of PHI, Provider Content, or Patient Data to Clerie, except that Clerie owns De-Identified Data Sets, Aggregated Data, AI Models and System Learnings, and Platform Analytics derived from such data as set forth in Section 3(b). Licensee is solely responsible for the accuracy, legality, and quality of all Provider Content and Patient Data in their original, identifiable form.
- (b) **Clerie Platform and Intellectual Property.** Clerie retains all right, title, and interest in and to:
- (i) The Clerie EHR platform, including all software, Documentation, interfaces, algorithms, system architecture, and functionality;
  - (ii) All Intellectual Property Rights in the Service;
  - (iii) De-Identified Data Sets: Data derived from Provider Content or Patient Data that has been de-identified in accordance with HIPAA standards (either Safe Harbor method per 45 C.F.R. 164.514(b)(2) or Expert Determination method per 45 C.F.R. 164.514(b)(1)) such that there is no reasonable basis to believe the information can be used to identify an individual;
  - (iv) Aggregated Data: Statistical, summarized, or composite data derived from multiple providers or users that does not identify any individual patient, provider, or practice;
  - (v) AI Models and System Learnings: Machine learning models, model weights, parameters, algorithms, training methodologies, system improvements, and technical insights developed by Clerie using De-Identified Data Sets or Aggregated Data, provided that such AI Models and System Learnings do not contain or reveal identifiable Provider Content, Patient Data, or PHI. Licensee retains the right to request exclusion of their data from future AI training as set forth in Section 3(f); and
  - (vi) Platform Analytics: Usage data, performance metrics, system logs, and operational data related to the Service (excluding identifiable PHI or Provider Content).

(c) **AI-Generated Outputs.** Ownership of content or outputs generated by AI features of the Service (“AI Outputs”) shall be determined as follows:

(i) **Provider-Specific AI Outputs:** AI Outputs generated for a specific Licensee using that Licensee’s Provider Content (e.g., clinical note suggestions, documentation assistance, provider-specific predictions) are licensed to that Licensee for use in its clinical and administrative operations, subject to the terms of this Agreement. Clerie retains ownership of the underlying AI models, algorithms, and technical implementations used to generate such outputs.

(ii) **Generalized AI Improvements:** Insights, patterns, model improvements, or derivative learnings extracted from AI Outputs in de-identified or aggregated form are owned by Clerie and may be used to improve the Service for all users.

(iii) Licensee acknowledges that AI Outputs are probabilistic and should be reviewed and validated by qualified healthcare professionals before use in clinical decision-making. Licensee assumes full responsibility for clinical decisions based on AI Outputs. Notwithstanding the foregoing, Clerie represents and warrants that AI models are trained and validated using industry-standard methodologies and that AI Outputs do not contain known material errors or biases that would render them unsuitable for their intended clinical purpose.

(d) **License Grant to Clerie.** To enable Clerie to provide, operate, maintain, improve, and support the Service, Licensee hereby grants Clerie a limited, non-exclusive, worldwide, royalty-free license to access, use, process, reproduce, modify, and create derivative works from Provider Content, Patient Data, and PHI, solely for the following Permitted Purposes. This license shall terminate upon termination of this Agreement, except as necessary to comply with legal obligations or as otherwise specified in the Data Retention and Return provisions:

(i) **Service Delivery and Operations:** Hosting, storing, transmitting, and displaying Provider Content and Patient Data as necessary to provide the Service to Licensee and Authorized Users; providing technical support, troubleshooting, and customer service; ensuring platform security, data backup, disaster recovery, and business continuity; performing system maintenance, updates, and upgrades.

(ii) **Platform Improvement and AI Development:** Developing, training, testing, and refining artificial intelligence and machine learning models, algorithms, and features, including but not limited to clinical documentation assistance and automation, predictive analytics and clinical decision support, natural language processing and understanding, workflow optimization and practice management insights, provider-specific and practice-specific AI configurations and tuning; improving Service functionality, user experience, performance, and reliability; conducting research and development related to healthcare technology and mental health services delivery.

(iii) **Analytics and Insights:** Generating De-Identified Data Sets and Aggregated Data for quality improvement, research, benchmarking, and analytics; creating statistical reports, industry insights, and anonymized case studies; developing and refining clinical quality measures and outcomes metrics.

(iv) **Compliance and Legal Obligations:** Complying with applicable laws, regulations, and legal processes; enforcing this Agreement and protecting Clerie’s rights and property; detecting, preventing, and addressing fraud, security incidents, or technical issues.

(v) **Patient-Directed Uses (where applicable and authorized):** Delivering AI-enabled features to patients where Licensee has enabled such features and obtained necessary patient authorizations; providing patient-facing communications, reminders, or educational content as directed by Licensee.

(e) **License Limitations.** This license is expressly subject to the following limitations:

(i) **HIPAA Compliance:** All uses of PHI must comply with HIPAA, the Business Associate Agreement executed between the parties, and all other applicable privacy and security laws. Clerie shall use PHI only as permitted or required by the BAA and shall not use or disclose PHI in any manner that would violate HIPAA if done by Licensee.

(ii) **Purpose Limitation:** Clerie may not use Provider Content, Patient Data, or PHI for purposes outside the Permitted Purposes described above without Licensee’s prior written consent. Clerie shall not sell, rent, or license identifiable PHI or Provider Content to third parties for marketing or commercial purposes unrelated to the Service.

(iii) **De-identification for AI Training:** Where technically feasible and consistent with the intended functionality of the Service, Clerie shall use De-Identified Data Sets for AI training and model development. Where use of identifiable PHI is necessary for AI training purposes (e.g., training provider-specific models, developing clinical NLP capabilities), such use shall be governed by the specific permitted purposes enumerated in Section 4 and shall be limited to the minimum necessary to accomplish each such training objective; comply with all applicable HIPAA requirements, including the BAA; incorporate appropriate technical and administrative safeguards; and be conducted in a secure environment with access limited to authorized personnel.

(iv) **No Sublicensing of PHI:** Clerie may not sublicense identifiable PHI or Provider Content to third parties, except to subcontractors performing functions on behalf of Clerie in accordance with HIPAA’s subcontractor requirements and written subcontractor agreements meeting HIPAA standards.

(v) **No Transfer:** This license is not transferable except to a successor entity that assumes all of Clerie’s obligations under this Agreement and the BAA.

(f) **Third-Party AI Vendors.** Clerie may utilize third-party artificial intelligence platforms, large language models, or machine learning services (“Third-Party AI Vendors”) to provide or enhance AI-enabled features of the Service. Where Provider Content or PHI is shared with Third-Party AI Vendors: (i) such sharing shall be limited to the minimum necessary to provide the requested functionality; (ii) Clerie shall enter into written agreements with Third-Party AI Vendors that comply with HIPAA’s business associate and subcontractor requirements; (iii) Clerie shall implement appropriate technical safeguards, including encryption, access controls, and audit logging; and (iv) Clerie shall maintain a list of Third-Party AI Vendors with access to PHI, available to Licensee upon request. By executing this Agreement, Licensee acknowledges and provides its advance written consent

to Clerie's use of Third-Party AI Vendors to process Provider Content and PHI, subject to the conditions set forth in this Section 4(f). This consent satisfies the authorization requirement under the BAA for Clerie to engage subcontractors. Licensee's consent under this provision does not waive any of Clerie's obligations under the BAA or HIPAA with respect to subcontractor agreements and oversight. Clerie shall provide notice to Licensee of any material changes to Third-Party AI Vendors that process PHI.

**(4) AI TRAINING AND MACHINE LEARNING**

(a) **Purpose and Scope.** Clerie uses artificial intelligence, machine learning, and natural language processing technologies to provide and improve the Service. This includes training AI models on data derived from the Service to enhance clinical documentation, decision support, workflow automation, and other features. Licensee acknowledges and consents to these AI training activities, subject to the terms of this Section.

(b) **De-Identified Data for AI Training.** Where technically feasible, Clerie shall prioritize the use of De-Identified Data Sets and Aggregated Data for AI model training and development. Clerie may use De-Identified Data Sets without restriction for: (i) training generalized AI models deployed across the Service to all users; (ii) conducting research and development related to healthcare AI and mental health technology; (iii) creating benchmarks, validation data sets, and performance metrics; (iv) developing and refining AI algorithms, features, and functionality; and (v) any other lawful purpose consistent with Clerie's business operations. Clerie shall apply de-identification methods consistent with HIPAA, using either the Safe Harbor method (45 C.F.R. 164.514(b)(2)) or Expert Determination method (45 C.F.R. 164.514(b)(1)), and shall document which method was used for each De-Identified Data Set. Clerie shall implement reasonable safeguards to prevent re-identification, shall not attempt to re-identify De-Identified Data Sets, and shall contractually prohibit any third parties receiving De-Identified Data Sets from attempting re-identification. Clerie shall maintain documentation of its de-identification processes and make such documentation available to Licensee upon reasonable request for compliance verification purposes.

(c) **Use of PHI for AI Training.** In certain circumstances, use of identifiable PHI may be necessary or beneficial for AI training purposes, including but not limited to: (i) training provider-specific or practice-specific AI models tailored to Licensee's clinical workflow, documentation style, or patient population; (ii) developing clinical natural language processing capabilities that require contextual understanding of protected health information; (iii) creating AI features that personalize outputs based on individual patient characteristics, history, or risk factors; and (iv) improving the accuracy, reliability, and clinical utility of AI models where de-identified data would be insufficient. Where Clerie uses PHI for AI training, the following conditions shall apply: HIPAA Compliance-all uses shall comply with HIPAA, the BAA, and applicable privacy and security laws. To the extent any use of PHI for AI training qualifies as a "healthcare operations" activity under 45 C.F.R. 164.506(c) for the covered entity that is the source of such PHI, such use does not require patient authorization under HIPAA. For any use of PHI for AI training that does not qualify as healthcare operations for the source covered entity, or that involves uses beyond what is permitted under healthcare operations, Clerie shall ensure that such use is conducted pursuant to a valid data

use agreement, patient authorization, or other lawful basis under HIPAA and applicable state law. Clerie acknowledges that not all AI training activities may qualify as “healthcare operations” under HIPAA, particularly when training models for commercial purposes or for deployment to entities other than the source covered entity.; Security Safeguards-Clerie shall implement administrative, physical, and technical safeguards to protect PHI during training, including encryption, access controls, secure training environments, audit logging, and data minimization; Limited Retention-PHI used for AI training shall be retained only as long as necessary to complete the training activity, unless ongoing retention is required for model validation, compliance, or legal obligations; Provider Control-Licensee may request that its Provider Content and PHI not be used for generalized AI model training (i.e., training models deployed to other users) by providing written notice to Clerie. Such opt-out shall be effective within 30 days of receipt of written notice. This opt-out shall not affect Clerie’s right to: (i) use Provider Content for provider-specific AI configurations that benefit solely Licensee; (ii) create and use De-Identified Data Sets in accordance with Section 11; (iii) create and use Aggregated Data in accordance with Section 11; or (iv) use data as necessary to provide the core functionality of the Service to Licensee as described in the Service specifications. For clarity, if Licensee exercises this opt-out right, Clerie shall not use Licensee’s identifiable PHI to train AI models that are deployed to or benefit other users, except to the extent such PHI has been properly de-identified in accordance with HIPAA standards.

(d) **Patient-Facing AI Features.** Certain AI features may interact directly with patients, including but not limited to: (i) patient communication tools (e.g., appointment reminders, educational content, chatbots); (ii) patient-facing assessments, screenings, or symptom checkers; (iii) personalized treatment recommendations or self-management tools; and (iv) automated outreach or engagement features. Licensee is responsible for ensuring that: appropriate patient authorizations or consents are obtained before enabling patient-facing AI features, where required by law; patients are informed that they are interacting with AI-enabled features; patient-facing AI features are used in a manner consistent with applicable laws, ethical obligations, and clinical standards of care; and patients are provided with appropriate disclosures, limitations, and opportunities to opt out of AI-enabled interactions. Clerie shall provide Licensee with documentation and tools to facilitate patient consent and authorization processes. Where patient-facing AI features are offered directly by Clerie (e.g., through patient portals or mobile applications), Clerie shall obtain necessary patient consents in accordance with applicable laws.

(e) **AI Model Transparency and Explainability.** Clerie shall provide Documentation describing the general categories of AI features available through the Service, their intended uses, and any limitations or risks. Upon reasonable request, Clerie shall provide Licensee with information about the types of data used to train AI models, validation methodologies, and performance metrics, subject to Clerie’s confidentiality and intellectual property rights.

(f) **AI Safety and Quality Assurance.** Clerie shall implement reasonable quality assurance, validation, and monitoring processes to ensure that AI features perform as intended and do not produce erroneous, biased, or clinically inappropriate outputs. Licensee acknowledges that: (i) AI Outputs are probabilistic and may contain errors or inaccuracies; (ii) AI features are intended to assist, not replace, professional clinical judgment; (iii) Licensee and Authorized Users are solely responsible for reviewing, validating, and making

clinical decisions based on AI Outputs; and (iv) Clerie disclaims any liability for clinical decisions made in reliance on AI Outputs. Licensee shall promptly report any AI errors, safety concerns, or adverse events to Clerie.

(g) **Feedback.** Licensee and Authorized Users may provide suggestions, comments, or other feedback (“Feedback”) to Clerie with respect to the Clerie EHR. Such Feedback is given entirely voluntarily. Clerie shall be free to use, disclose, reproduce, license, or otherwise distribute, and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

## (5) **AI-GENERATED OUTPUTS AND MODEL IMPROVEMENTS**

(a) **Definition of AI Outputs.** “AI Outputs” means content, recommendations, predictions, analyses, or other materials generated by artificial intelligence or machine learning features of the Service, including but not limited to: (i) clinical note drafts, documentation suggestions, or autocomplete text; (ii) diagnostic predictions, treatment recommendations, or clinical decision support alerts; (iii) risk scores, outcome predictions, or patient stratification analyses; (iv) automated billing codes, procedure suggestions, or coding assistance; (v) practice management insights, efficiency recommendations, or workflow optimizations; (vi) patient communication content (e.g., appointment reminders, educational materials); and (vii) any other content generated by AI algorithms based on Provider Content, Patient Data, or system inputs.

(b) **License to AI Outputs.** Clerie hereby grants Licensee a non-exclusive, non-transferable license to use AI Outputs generated specifically for Licensee through the Service, solely for Licensee’s internal clinical and administrative operations. Licensee may: (i) review, edit, accept, or reject AI Outputs in its sole discretion; (ii) incorporate AI Outputs into clinical documentation, patient records, or practice management workflows; (iii) use AI Outputs to inform clinical decision-making, subject to professional judgment and validation; and (iv) store AI Outputs as part of Licensee’s patient records in accordance with applicable legal and ethical obligations.

(c) **No Ownership Transfer of AI Technology.** The license granted in subsection (b) does not transfer ownership of Clerie’s AI technology to Licensee. Clerie retains all right, title, and interest in: (i) the underlying AI models, algorithms, training data, and technical infrastructure used to generate AI Outputs; (ii) the methodologies, architectures, and designs of AI features; (iii) insights, patterns, or learnings extracted from AI Outputs in de-identified or aggregated form; and (iv) all intellectual property rights in the AI technology and features of the Service. Notwithstanding the foregoing, to the extent any AI Output incorporates or is derived from Provider Content owned by Licensee, Licensee retains all ownership rights in such underlying Provider Content, and Clerie’s rights in such AI Outputs are limited to the license rights expressly granted to Clerie elsewhere in this Agreement with respect to Provider Content.

(d) **Responsibility for AI Outputs.** Licensee acknowledges and agrees that: (i) Professional Responsibility-Licensee and Authorized Users are solely responsible for reviewing, validating, and making clinical decisions based on AI Outputs, as AI Outputs are

tools to assist clinical judgment, not to replace it; (ii) Accuracy Not Guaranteed-AI Outputs are probabilistic and may contain errors, inaccuracies, biases, or incomplete information, and Clerie does not warrant the accuracy, completeness, reliability, or clinical appropriateness of AI Outputs; (iii) Clinical Judgment Required-All AI Outputs must be reviewed by qualified healthcare professionals before use in patient care, and Licensee assumes full responsibility and liability for clinical decisions made in reliance on AI Outputs; (iv) Regulatory Compliance-Licensee is responsible for ensuring that its use of AI Outputs complies with applicable healthcare regulations, standards of care, licensing requirements, and ethical obligations; and (v) Error Reporting-Licensee shall promptly report to Clerie any errors, safety concerns, bias, or adverse events related to AI Outputs, which Clerie shall investigate and address in accordance with its quality assurance processes.

(e) **AI Model Improvements and Learning.** Clerie continuously improves AI models and features based on: (i) user interactions with AI Outputs (e.g., acceptance, rejection, editing, feedback); (ii) system performance data, error rates, and quality metrics; (iii) De-Identified Data Sets and Aggregated Data derived from Provider Content and Patient Data; and (iv) research, testing, and validation activities. Clerie owns all improvements, enhancements, modifications, and derivative works to AI models, algorithms, and features, whether developed using data from Licensee or other sources. Licensee shall have no ownership interest in AI model improvements, even if such improvements are informed by Licensee's data or feedback.

(f) **Feedback and Contributions.** Licensee and Authorized Users may provide feedback, suggestions, feature requests, or other input regarding AI features ("AI Feedback"). As specified in the Feedback provision of this Agreement, Clerie may use AI Feedback without restriction or compensation. Licensee grants Clerie a perpetual, irrevocable, worldwide, royalty-free license to use AI Feedback to develop AI features or improvements, but Licensee retains ownership of any intellectual property rights in the underlying Provider Content or Patient Data from which AI Feedback is derived.

(g) **Third-Party AI Models.** Certain AI features may be powered by third-party AI platforms, large language models, or machine learning services (e.g., OpenAI, Google, Microsoft, Amazon). Where Third-Party AI Vendors are used: (i) Clerie shall ensure compliance with HIPAA and the BAA through appropriate subcontractor agreements; (ii) Provider Content and PHI shall be transmitted to Third-Party AI Vendors only with appropriate security safeguards (encryption, access controls, audit logging); (iii) Clerie shall configure Third-Party AI Vendors to prohibit use of Licensee's identifiable Provider Content and PHI for training third-party models, where such controls are available. Clerie may permit use of De-Identified Data and Aggregated Data (as defined in Section 11) for training purposes in accordance with the terms of this Agreement; and (iv) AI Outputs generated by Third-Party AI Vendors are subject to the terms of this Agreement. Licensee acknowledges that Third-Party AI Vendors may have independent terms of service, privacy policies, or usage restrictions. Clerie shall provide Licensee with information about Third-Party AI Vendors upon request, subject to confidentiality obligations.

(h) **Limitations on AI Output Redistribution.** Licensee may not: (i) redistribute, sublicense, or commercialize AI Outputs to third parties outside Licensee's organization; (ii)

use AI Outputs to train competing AI models or develop competing products; (iii) reverse engineer, decompile, or extract underlying AI models or algorithms from AI Outputs; or (iv) remove or obscure any proprietary notices or attributions in AI Outputs. Notwithstanding the foregoing, to the extent AI Outputs are generated from or incorporate Licensee's Provider Content or Patient Data, Licensee retains ownership rights in such underlying data as specified in this Agreement. These restrictions do not apply to AI Outputs incorporated into patient medical records or shared with patients, other healthcare providers, or payers in the ordinary course of providing healthcare services.

(i) **Third-Party Components.** The Clerie EHR may incorporate software, data, or services not proprietary to Licensor that are subject to open source and third-party license terms. Your use of these Third-Party Components is governed by and subject to the terms and conditions of the third-party licenses. Clerie disclaims all liability in connection with the use of such Third-Party Components under their respective licenses.

**(6) USER OBLIGATIONS**

(a) By accessing or using the Clerie EHR ("Service"), Licensee and any Authorized Users agree to comply with the following obligations:

(i) Maintain the confidentiality of all usernames, passwords, and other credentials associated with their account(s), and immediately notify Clerie of any unauthorized use of their account or any other breach of security.

(ii) Ensure the accuracy, legality, and appropriateness of all data, including Patient Data, entered into or transmitted through the Service. Licensee and Authorized Users are solely responsible for the content of all data they enter into the Service.

(iii) Comply with all applicable laws and regulations governing the use of electronic health records, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) and other healthcare-related laws.

(iv) Obtain all necessary consents and authorizations from patients before entering or transmitting their data through the Service, in compliance with applicable privacy laws and regulations.

(v) Take all necessary steps to prevent unauthorized access to, or use of, the Service, and to ensure that all Authorized Users comply with the terms of this Agreement.

(vi) Use the Service only within the scope of the License granted under this Agreement and not for any unauthorized purpose.

(b) Licensee and Authorized Users acknowledge that Clerie does not provide clinical, legal, or billing judgment, or advice. The responsibility for the use and application of the Service and the Content rests solely with the Licensee and the Authorized Users.

**(7) CONFIDENTIALITY**

(a) For the purposes of this Agreement, “Confidential Information” shall mean any and all information disclosed by either party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered confidential. This includes, but is not limited to, information regarding the Disclosing Party’s business operations, strategies, customers, pricing, technology, and any other information that possesses or might possess competitive value. Confidential Information does not include information that: (i) is or becomes publicly known through no breach of this clause by the Receiving Party; (ii) is received from a third party without breach of any obligation of confidentiality; (iii) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information; or (iv) is required to be disclosed by law, provided that the Receiving Party gives the Disclosing Party prompt notice of such requirement prior to disclosure.

(b) Each party agrees to protect the other’s Confidential Information with the same degree of care it uses to protect its own confidential and proprietary information of similar importance but no less than reasonable care. The Receiving Party agrees to use the Confidential Information solely for the purpose of performing its obligations or exercising its rights under this Agreement. Disclosure of Confidential Information is strictly limited to those employees, agents, or consultants who have a need to know such information for the purpose of this Agreement and who are bound by confidentiality obligations at least as restrictive as those contained herein.

(c) In the event of an actual or threatened breach of this clause, the non-breaching party shall have the right to seek immediate injunctive relief, in addition to any other remedies available at law or in equity, without the necessity of posting a bond or proving actual damages. This right to injunctive relief shall be deemed cumulative and not exclusive of any other rights or remedies to which the non-breaching party may be entitled.

(d) The obligations of confidentiality set forth in this clause shall survive the termination or expiration of this Agreement for a period of five (5) years, unless specified differently in the BAA, state or federal law. After such period, the Receiving Party shall continue to protect the Confidential Information from unauthorized use or disclosure to the same extent as if the Agreement were still in effect.

**(8) COMPLIANCE WITH LAWS/HIPAA**

(a) The Licensee agrees to comply with all applicable federal, state, and international laws and regulations relating to healthcare, privacy, and data protection, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended. It is the responsibility of the Licensee to ensure that their use of the Clerie EHR and any associated services is in full compliance with such laws and regulations. The Licensee acknowledges that Clerie is not a healthcare provider and does not offer medical, legal, or billing advice. Accordingly, the Licensee is solely responsible for ensuring that their

use of the Service, including the handling, storage, and processing of Patient Data, complies with all relevant legal and regulatory requirements.

(b) In instances where HIPAA compliance is applicable, the Licensee is required to execute a Business Associate Agreement (BAA) with Clerie. This requirement is a condition precedent to the Licensee's use of the Clerie EHR where HIPAA applies. The parties acknowledge that this Agreement does not itself constitute a BAA and that a separate BAA must be executed to fulfill HIPAA requirements. The execution of a BAA, where applicable, is essential to ensure the lawful use and disclosure of protected health information (PHI) as defined under HIPAA.

## **(9) PAYMENT TERMS**

(a) The Licensee shall pay to Clerie fees for the use of the Clerie EHR, which may include subscription-based recurring fees, revenue share arrangements, or other payment models. The specific payment structure, billing amounts, frequency, payment schedules, and any applicable revenue share percentages or terms shall be as defined solely in the applicable Order Form executed by the parties.

(b) All fees paid by the Licensee in connection with the Clerie EHR are non-refundable and non-cancelable once invoiced. Access to the Clerie EHR is conditioned upon the timely payment of all fees. In the event of any delay or failure in payment by the Licensee, Clerie reserves the right to suspend service, impose late fees or interest where permitted by law, and ultimately terminate the Agreement after providing written notice to the Licensee.

(c) The Licensee is responsible for the payment of all taxes, levies, duties, or similar governmental assessments of any nature associated with their use of the Clerie EHR, excluding only taxes based on Clerie's net income. It is the responsibility of the Licensee to ensure that all such taxes are paid in a timely and accurate manner.

## **(10) TERM AND TERMINATION**

(a) This Agreement shall commence on the date of execution by both parties and shall continue in effect for the duration of the Subscription Term, as specified in the Order Form. The Agreement may be renewed in accordance with the terms specified in the Order Form.

(b) Unless the applicable Order Form provides otherwise, the Licensee may terminate this Agreement at any time upon written notice to Clerie, subject to any early termination fees or other conditions set forth in the Order Form.

(c) Clerie may terminate this Agreement immediately upon written notice to Licensee if Licensee commits a material breach of this Agreement, fails to make any payment when due, engages in any misuse of the Clerie EHR, conducts any unlawful activities using the Clerie EHR, or poses a security risk to the Clerie EHR. Clerie shall provide Licensee with a cure period of thirty (30) days to remedy any material breach, unless the breach involves serious violations, including but not limited to, violation of laws, infringement of Intellectual Property Rights, or actions that significantly affect the security or operation of the Clerie EHR, in which case Clerie may terminate this Agreement immediately without a cure period.

(d) **Effect of Termination:** Upon termination of this Agreement, Licensee's access to the Clerie EHR shall cease, and Licensee must cease all use of the Clerie EHR and destroy all copies of the Documentation in its possession. Certain provisions of this Agreement shall survive termination, including but not limited to, the provisions relating to Confidential Information, Intellectual Property Rights, and limitations of liability.

## **(11) DE-IDENTIFIED AND AGGREGATED DATA**

(a) **Definitions and Standards.** (i) "De-Identified Data" means data derived from Provider Content or Patient Data from which all identifiers listed in 45 C.F.R. 164.514(b)(2) have been removed (Safe Harbor method), or which has been determined by a qualified statistician to have a very small risk of re-identification (Expert Determination method under 45 C.F.R. 164.514(b)(1)). De-Identified Data is not subject to HIPAA restrictions. (ii) "Aggregated Data" means statistical, summarized, or composite data derived from multiple providers, patients, or users that does not identify any individual patient, provider, or practice. Aggregated Data may include metrics such as: prevalence of diagnoses or treatment patterns across the user base; average appointment duration or patient outcomes by specialty; usage statistics, feature adoption rates, or workflow efficiency metrics; and population health trends or quality benchmarks.

(b) **Clerie's Rights in De-Identified and Aggregated Data.** Clerie owns all right, title, and interest in De-Identified Data and Aggregated Data created or derived from the Service. Subject to the de-identification standards in Section 11(a) and (c), Clerie may use, retain, analyze, license, commercialize, and disclose De-Identified Data and Aggregated Data without restriction for any lawful purpose, including but not limited to: (i) AI and machine learning model training and validation; (ii) research and development related to healthcare technology, mental health outcomes, and clinical quality improvement; (iii) creating and publishing industry benchmarks, whitepapers, case studies, and research reports; (iv) licensing or providing De-Identified Data or Aggregated Data to third parties for research, public health, or commercial purposes; (v) improving the Service and developing new products or features; (vi) marketing, promotional, and thought leadership activities; and (vii) complying with legal obligations or responding to regulatory inquiries.

(c) **De-identification Process.** Clerie shall implement and maintain documented de-identification procedures that comply with HIPAA standards. Upon Licensee's reasonable request, Clerie shall provide a general description of its de-identification methodology, subject to Clerie's confidentiality and intellectual property rights. Clerie shall not attempt to re-identify De-Identified Data and shall require any third parties receiving De-Identified Data to agree not to attempt re-identification. If Clerie or any third party re-identifies De-Identified Data, whether intentionally or inadvertently, such re-identified data shall immediately become subject to all restrictions applicable to PHI and Provider Content under this Agreement, including the BAA, and Clerie shall promptly notify Licensee of such re-identification.

(d) **No Provider Approval Required.** Licensee acknowledges and agrees that, provided Clerie complies with the de-identification standards set forth in Section 11(a) and (c), Clerie may create, use, and disclose De-Identified Data and Aggregated Data without Licensee's

approval, consent, or further authorization. Clerie has no obligation to compensate Licensee for the creation or use of properly De-Identified Data or Aggregated Data. If Clerie fails to properly de-identify data in accordance with HIPAA standards, such data shall remain subject to the restrictions applicable to PHI and Provider Content under this Agreement.

(e) **Limited Identifiable Data Sets.** In certain circumstances, Clerie may create or use “Limited Data Sets” as defined under 45 C.F.R. 164.514(e), which retain certain identifiers (e.g., dates, geographic information) necessary for research or analysis. Use of Limited Data Sets shall be governed by a data use agreement meeting the requirements of 45 C.F.R. 164.514(e) and shall comply with HIPAA.

(f) **Data Retention Upon Termination.** Upon termination of this Agreement, Clerie shall: (i) provide Licensee with the ability to export identifiable Provider Content and Patient Data for a period of ninety (90) days; (ii) thereafter delete or de-identify all identifiable Provider Content and Patient Data in Clerie’s possession, except as required by law or legal hold; and (iii) retain indefinitely and continue to use De-Identified Data and Aggregated Data in accordance with Section 11(b). Clerie has no obligation to delete or return De-Identified Data or Aggregated Data upon termination, provided such data was properly de-identified in accordance with Section 11(a) and (c) prior to or upon termination.

## (12) LIMITATION OF LIABILITY

(a) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CLERIE, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE ACCESS TO OR USE OF THE CLERIE EHR OR OTHERWISE RELATED TO THIS AGREEMENT, EVEN IF CLERIE OR ANY RELATED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) FURTHER, THE TOTAL LIABILITY OF CLERIE, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS TO LICENSEE FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OF THE CLERIE EHR, REGARDLESS OF THE FORM OF ACTION, SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY LICENSEE TO CLERIE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

(c) THE LIMITATIONS ON AND EXCLUSIONS OF LIABILITY IN THIS SECTION APPLY REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, AND EVEN IF THE REMEDIES PROVIDED FOR IN THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

**(13) INDEMNIFICATION**

- (a) The parties agree to the following indemnification obligations:
- (i) *User Indemnification:* The Licensee (“User”) shall indemnify, defend, and hold harmless Clerie, its affiliates, officers, agents, employees, and permitted successors and assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party alleging: (a) any negligent or more culpable act or omission of the User (including any breach of its obligations under this Agreement); (b) any unlawful use of the Clerie EHR by or on behalf of the User or its Authorized Users; (c) any violation of applicable laws, regulations, or third-party rights by the User in its use of the Clerie EHR; (d) a breach of HIPAA or any violation of privacy rights related to the User’s use of the Clerie EHR; or (e) any claim related to the User’s Content.
  - (ii) *Clerie Indemnification:* Clerie shall indemnify, defend, and hold harmless the User, its affiliates, officers, agents, employees, and permitted successors and assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees, arising out of or resulting from any claim of a third party alleging that the use of the Clerie EHR as permitted under this Agreement infringes the intellectual property rights of a third party. This indemnification obligation does not apply to claims arising from the User’s modifications to the Clerie EHR or the User’s use of the Clerie EHR in a manner contrary to the instructions given by Clerie or the agreed-upon purposes of this Agreement.
- (b) In connection with any claim giving rise to indemnity hereunder, the indemnified party shall:
- (i) Provide the indemnifying party with prompt notice of the claim giving rise to the indemnification obligation.
  - (ii) Cooperate with the indemnifying party, at the indemnifying party’s expense, in the defense of such claim.
  - (iii) Allow the indemnifying party to control the defense and settlement of the claim, provided that the indemnifying party may not settle any claim in a manner that admits guilt or fault on the part of the indemnified party without the indemnified party’s prior written consent.
- (c) This indemnification will survive the termination or expiration of this Agreement.

**(14) DISPUTE RESOLUTION**

- (a) **Informal Resolution; Mandatory Arbitration; Fallback Court Venue.** Any dispute, claim, or controversy arising out of or relating to this Agreement or the Clerie EHR

shall first be subject to an attempt at informal resolution. The parties agree to negotiate in good faith for a period of thirty (30) days to resolve any such dispute before initiating formal proceedings. Following the informal resolution period, if the dispute remains unresolved, the parties agree to resolve the dispute through mandatory and binding arbitration as set forth in Section (14)(b). If, however, a court of competent jurisdiction determines that the mandatory arbitration provision is invalid, unenforceable, or inapplicable, then any lawsuit must be brought exclusively in the state courts located in Utah County, Utah (Utah Fourth Judicial District Court), and each party consents to personal jurisdiction and venue in those courts. This Agreement is governed by Utah law, without regard to its conflict-of-law principles.

(b) **Mandatory Binding Arbitration.** Following the informal resolution period set forth in Section (14)(a), any unresolved dispute shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its applicable rules (including consumer rules if applicable). The arbitrator shall have authority to award any relief available in court to the extent permitted by law, except that the arbitrator may not award relief on a class or collective basis. Notwithstanding the foregoing, either party may seek temporary or preliminary injunctive relief in court to protect its rights pending the outcome of arbitration.

(c) **Class/Collective Action Waiver.** The parties agree that any arbitration or court proceedings shall be conducted on an individual basis only, and not in a class, consolidated, collective, or representative action. To the fullest extent permitted by law, you and Clerie waive any right to participate in a class, collective, private attorney general, or representative proceeding regarding any dispute arising out of or relating to this Agreement or the Clerie EHR.

## (15) MISCELLANEOUS

(a) This "Miscellaneous" section forms part of the Agreement and contains additional terms and conditions that are as binding and effective as any other section of this Agreement.

(i) **Entire Agreement:** This Agreement, including any attachments, exhibits, and addenda, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all previous agreements, understandings, and negotiations, whether written or oral.

(ii) **Amendments:** Clerie may amend, modify, or supplement any provisions of this Agreement from time to time by providing written notice to Licensee (including by email or through the Service). Any such amendments shall become effective upon the earlier of: (a) Licensee's acceptance of the updated terms; or (b) Licensee's continued use of the Service thirty (30) days after notice of the amendment is provided. If Licensee does not agree to the amended terms, Licensee's sole remedy is to terminate this Agreement in accordance with Section (10). Material amendments that substantially increase Licensee's obligations or reduce Licensee's rights shall require Licensee's affirmative acceptance before continued use of the Service.

(iii) **Waiver:** No waiver by any party of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

- (iv) **Severability:** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid, illegal, or unenforceable provision shall be amended to achieve as closely as possible the effect of the original term.
- (v) **Assignment:** Neither party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, except to a successor in interest of all or substantially all of the business or assets of the assigning party.
- (vi) **Independent Contractor Relationship:** The relationship between the parties is that of independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship.
- (vii) **No Third-Party Beneficiaries:** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- (viii) **Notices:** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the parties at the addresses set forth in the Order Form or to such other address that may be designated by the receiving party in writing. All notices shall be delivered by personal delivery, nationally recognized overnight courier, certified or registered mail (in each case, return receipt requested, postage prepaid), or email (with confirmation of transmission).
- (ix) **Force Majeure:** Neither party shall be liable to the other for any delay or failure to perform its obligations under this Agreement if such delay or failure arises from a cause beyond the reasonable control and without the fault or negligence of such party.
- (x) **Export Compliance:** The parties shall comply with all applicable laws and regulations of the United States and other jurisdictions relating to the export, re-export, or transfer of products, software, or technology.
- (xi) **Government Users:** If Licensee is a U.S. government entity, then the use, duplication, reproduction, release, modification, disclosure, or transfer of the Clerie EHR is restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement as applied to military agencies.
- (xii) **Warranty Disclaimer:** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CLERIE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. CLERIE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT OR DATA PROVIDED THROUGH THE SERVICE WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. LICENSEE ACKNOWLEDGES THAT THE SERVICE IS PROVIDED "AS IS" AND

“AS AVAILABLE” AND THAT USE OF THE SERVICE IS AT LICENSEE’S OWN RISK.

(xiii) **Electronic Signatures:** Electronic signatures shall be deemed as valid and binding as original signatures for purposes of executing this Agreement and any documents executed in connection with it.

(xiv) **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

(xv) **Headings:** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

(xvi) **Survival:** The provisions of this Agreement that by their nature should survive termination or expiration of this Agreement, including, without limitation, confidentiality obligations, indemnification obligations, and limitations of liability, shall survive any termination or expiration of this Agreement.