TERMS OF USE

Effective October 28, 2026

CorMetrix, Inc. ("CorMetrix" or "we") offers access to certain of our Services (defined below) pursuant to these Terms of Use ("Terms"). By agreeing to these Terms and/or accessing and using our Services, you are acknowledging and agreeing that (a) you understand, accept and agree to be bound by these Terms, and (b) if you are agreeing to these Terms on behalf of an entity, group or organization, you have the right, power and authority to bind such entity, group or organization to these Terms. As used in these Terms, "Customer" or "you" means the entity, group or organization on whose behalf these Terms are accepted or, where these Terms are accepted by an individual in their own capacity and not on behalf of any entity, group or organization, that individual. Agreeing to these Terms constitutes the agreement between the Customer and CorMetrix ("Agreement").

1. Structure: These Terms incorporate the Order Forms (defined below). If Customer and CorMetrix have entered into a master services agreement or other written agreement that is executed by both parties and expressly states that it supersedes these Terms, in whole or as to identified provisions, that agreement will govern to the extent so stated. No other agreement, including any non-disclosure agreement, statement of work, purchase order or vendor form, supersedes or modifies these Terms. This paragraph does not affect the precedence of the Business Associate Agreement referenced in Section 11 with respect to Protected Health Information. The Services may include services, features or functionality provided by third parties (each a "Third-Party Service"). Third-Party Services may require that you agree to additional terms, conditions or restrictions ("Third-Party Terms") in order to use such services, including as described in Section 8(e) below. Where applicable, CorMetrix will provide Customer with the applicable Third-Party Terms at or prior to enabling the Third-Party Service, and Customer's access to or use of such Third-Party Service constitutes acceptance of the applicable Third-Party Terms. In the event of any conflict between these Terms and an Order Form, the Order Form shall control solely with respect to the subject matter of such conflict. An Order Form may be executed as a signed writing or may be presented and accepted electronically through the Services. Electronic acceptance requires that the Order Form and these Terms be made available to Customer in a reviewable form and that Customer affirmatively activate an acceptance control indicating agreement; selection of a plan, tier, user category or case type, without more, does not constitute acceptance. Customer's electronic acceptance of an Order Form constitutes Customer's agreement to that Order Form upon acceptance and has the same force and effect as a signed writing, whether or not Customer or its Users subsequently access the Services. Each Order Form is governed by and incorporated into these Terms, and CorMetrix will maintain a record of each Order Form accepted electronically, as further described in Section 10(k).

2. Services We Provide:

a. **Access.** Pursuant to these Terms, we grant you a non-exclusive, non-transferable, non-sublicensable, worldwide right to access and use the online services (and associated software, APIs, tools and documentation) that we make available to you (collectively, including all updates and modifications to the foregoing, the "Services"). The specific Services we provide to you including any restrictions pertaining to usage will be set forth in the order form that we mutually execute or that you accept through the Services ("Order Form"). You are responsible for all actions of users who access and use the Services through your account (each a "User"). CorMetrix may suspend access to the Services, or to an affected function, immediately where reasonably necessary to address a material security threat, unlawful use of the Services, or a binding legal requirement. CorMetrix will limit any such suspension in scope and duration to what is reasonably necessary, will give Customer notice where practicable, will restore access promptly once the grounds are resolved, and will continue to make Customer Data available for export by a secure means under Section 3(c).

b. **Ownership.** Subject to the licenses we grant to you under these Terms and your rights to Customer Data (defined below), we and our licensors retain all right, title and interest in and to the Services.

c. **Restrictions.** You and your Users will not, and will not authorize any third party to, directly or indirectly: (i) sublicense, distribute, or otherwise commercially exploit or make the Services available to, or use the Services for the benefit of, any third party; (ii) use the Services in a manner that violates these Terms or infringes, misappropriates or otherwise violates the intellectual property, privacy or other rights of any third party; (iii) use the Services, Outputs (defined

below), or any component or derivative thereof to (A) develop, train or commercialize any software product or service that is competitive with the Services, (B) train, fine-tune, evaluate or benchmark any third-party AI Technologies (defined below) or any models made available through the Services, or (C) assemble a dataset for any of the foregoing purposes; (iv) reverse assemble, reverse compile, decompile, adapt, hack, engage in model extraction, or otherwise attempt to discover the source code, algorithms, logic or other components of the Services (except if not permitted under applicable law); or (v) perform any audits, penetration testing, or make any other intrusion attempts on the Services without CorMetrix's prior written consent.

Notwithstanding Sections 2(c)(i) and 2(c)(iii), Customer and its Users may use the Services and the Outputs to perform professional services for Customer's own clients in the ordinary course of Customer's business, including legal representation, legal nurse consulting, medical record review, independent medical examination, utilization and peer review, expert consulting and expert witness services; may charge their clients for those services; and may furnish Outputs and work product derived from Outputs to their clients, to opposing and co-counsel, to retaining parties, insurers, experts, arbitrators and courts, as appropriate to those services. Customer and its Users may disclose the use of the Services and the Outputs to the extent required by applicable rules of procedure or evidence, by court order, or by applicable standards of professional responsibility, and such disclosure shall not constitute a breach of Section 5. Customer may also evaluate the Services internally for its own procurement and vendor-comparison purposes, provided that Customer does not publish or furnish to any third party the results of any benchmark or comparative evaluation of the Services without CorMetrix's prior written consent. Nothing in this paragraph permits Customer to resell, sublicense or provide access to the Services themselves to any third party, or to operate a service bureau or competing software service.

d. **Beta Services.** We may, in our sole discretion, make certain features or functionality of the Services available in a pre-production release, beta or evaluation format at no cost to you ("Beta Services"). You are not required to use any Beta Services and they are made available AS-IS. You assume all risk associated with your use of Beta Services.

e. **Feedback.** You or your Users may provide feedback (including suggestions or comments for enhancements, functionality, or usability) ("Feedback") to us regarding the Services. You hereby grant us a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, sublicensable (directly and indirectly through multiple tiers), transferable right and license to copy, display, distribute, perform, modify, and otherwise use and exploit such Feedback, or subject matter thereof, in any way and without limitation. Feedback does not include, and this license does not extend to, any Customer Data or Customer Confidential Information that may accompany or be referenced in a submission, which remains governed by Sections 3 and 5.

3. Data Rights:

a. **Customer Data.**

i. Through the Services you may upload or provide access to certain datasets and information ("Datasets") and make queries and submissions ("Inputs") to generate responses and outputs ("Outputs") based on the Datasets. We refer to the Datasets and Inputs, collectively, as "Customer-Provided Data", and to the Customer-Provided Data together with the Outputs as "Customer Data". As between the parties, you (and your permitted licensors) retain all right, title and interest that you have in the Customer-Provided Data. Nothing in these Terms requires you to own the underlying records, and you remain responsible under Section 3(a)(iii) for possessing the rights, consents and authorizations necessary to upload them. As between the parties, CorMetrix assigns to you all right, title and interest it may have in the Outputs, subject to CorMetrix's retained rights in the Services under Section 2(b) and to the licenses granted in this Section 3.

ii. You are responsible for the selection of the Customer-Provided Data you submit, for its relevance to your intended use, and for holding the rights, consents and authorizations necessary to submit it. You do not warrant to CorMetrix the accuracy or completeness of records created by third parties. CorMetrix does not independently verify those records, and Outputs necessarily reflect the content, accuracy and limitations of the materials furnished. While you shall have the right to determine which Customer-Provided Data you want to use in connection with the Services, you will not use the Services to transmit or upload any Customer-Provided Data that

violates these Terms. You are responsible for reviewing Outputs and for exercising independent professional judgment before relying on them, as further described in Section 8(d).

iii. You grant to CorMetrix a limited, worldwide, non-exclusive, royalty-free and non-transferable right to process, copy, perform, display, create derivative works of and otherwise use the Customer Data solely to (1) perform our obligations under these Terms, including to generate Outputs and to review, verify and quality-assure Outputs and the performance of the Services, including review by CorMetrix's authorized clinical, technical and engineering personnel acting within their roles, and (2) improve the Services and develop CorMetrix products and services, including by using de-identified data derived from Customer Data, whether at record level or in aggregate, to improve the Services and to develop, train, fine-tune, test and evaluate AI Technologies, models, model weights and classifiers, whether or not incorporated into the Services, provided that such use does not identify Customer or any individual, and as further provided in Section 3(d). CorMetrix's rights in any AI Technologies, models, model weights, classifiers and other improvements developed in reliance on clause (2) are perpetual and irrevocable, survive expiration or termination of this Agreement, and are not affected by any later election under this Section or by any deletion request under Section 3(c). CorMetrix may permit its subprocessors to process Customer Data solely to the extent necessary to provide the Services, provided that each subprocessor is bound by written obligations no less protective than those in Sections 3, 4 and 5, and CorMetrix remains responsible for its subprocessors' performance of those obligations. The rights granted in clause (2) do not extend to Customer's attorney work product, litigation strategy, privileged communications, or narrative analysis authored by Customer or its Users, including privileged or work-product material entrusted to Customer by its clients or by a retaining party (together, "Protected Content"), none of which CorMetrix will use to train AI Technologies. An Output is excluded from clause (2) only to the extent it reproduces or discloses the substance of that protected content, and not merely because it was generated in a case in which such content was present. Customer may elect on an Order Form to withhold the rights granted in clause (2) in their entirety, and such an election applies equally to Section 3(d) as to that Customer's Customer Data. An election made on Customer's initial Order Form takes effect before CorMetrix first processes Customer Data under that Order Form. An election made later takes effect no later than thirty (30) days after the effective date of the Order Form on which it is made, and applies to Customer Data processed from that time forward. For the avoidance of doubt, de-identified data lawfully created before an election took effect remains available to CorMetrix, and CorMetrix may continue to use that data, including for further training and development, after the election. An election does not require CorMetrix to retrain, modify or delete any AI Technologies, models, model weights or classifiers created before the election took effect, or to recall any de-identified or aggregated dataset already created in accordance with these Terms. The review and quality-assurance rights in clause (1) do not authorize CorMetrix to retain identifiable Customer Data in any shared training or evaluation dataset, and may not be relied on to carry out any activity for which clause (2) or Section 3(d) would otherwise be required, including following an election by Customer. You will ensure that you possess all rights necessary to permit CorMetrix to exercise the foregoing license and you will not upload or transmit Customer-Provided Data for which you do not possess such rights.

b. **Usage Data.** CorMetrix may collect and use data that is derived from Customer's use of the Services ("Usage Data") for its own internal business and product development purposes. Customer Data is not Usage Data. CorMetrix may only disclose Usage Data in an anonymous, aggregated format that in no way identifies Customer.

c. **Data Access, Export and Deletion.** For so long as Customer's account remains active, cases already processed will remain accessible to Customer for viewing and export without additional recurring storage fees, except as set forth on an Order Form, and unless Customer requests deletion. Continued access under this Section 3(c) does not include the processing of new cases, new or re-run analyses, additional queries, or support, each of which requires a current Order Form. Customer may export processed case materials, including the documents Customer uploaded, generated chronologies and source-page references, in a format that does not require ongoing access to the Services. Upon Customer's request, CorMetrix will delete the specified case data within thirty (30) days, subject to any retention obligations required by applicable law. Upon completion, CorMetrix will confirm the deletion to Customer in writing, identifying the case data deleted, the date of deletion from CorMetrix's active systems, and any data retained as required by applicable law. Copies held in routine backup or archival media are overwritten on CorMetrix's standard backup cycle as described below, and CorMetrix will describe that cycle to Customer on request. CorMetrix's deletion obligations under this

Section 3(c) extend only to Customer Data in CorMetrix's possession or control, and not to Outputs or other materials that Customer or its Users have exported, downloaded or otherwise retained, which remain subject to Section 2(c).

Following expiration or termination of this Agreement, CorMetrix will make export of Customer Data available for a period of thirty (30) days, after which CorMetrix may delete Customer Data. CorMetrix will make export available during this period regardless of any suspension or withholding of deliverables under Section 6(c) and regardless of any amounts then outstanding. Section 6(c) permits CorMetrix to suspend the processing of new cases and access to Services other than export; it does not permit CorMetrix to withhold Customer Data, including any Protected Health Information, from export or return. If CorMetrix discontinues the Services or Customer's access to them other than for cause, CorMetrix will provide at least thirty (30) days' advance notice and an opportunity to export, except where a shorter period is required by law, by an urgent security need, or by CorMetrix's insolvency, receivership or involuntary cessation of operations, in which case CorMetrix will provide such notice and export opportunity as is reasonably practicable. A planned or voluntary discontinuation of the Services remains subject to the thirty (30) days' advance notice described above. If CorMetrix assigns this Agreement as permitted by Section 10(e), the successor will assume CorMetrix's obligations under these Terms and CorMetrix or the successor will notify Customer promptly following the closing of the transaction.

An account is dormant if it has no active paid subscription or Order Form and no User has logged in for twelve (12) consecutive months. CorMetrix may delete or archive the Customer Data in a dormant account, and close the account, upon thirty (30) days' prior written notice to the email address associated with the account. Customer may prevent deletion during that period by logging in or entering into a current Order Form. An Order Form may specify a shorter period, not less than ninety (90) days following the expiration of that Order Form, after which CorMetrix may delete or archive the Customer Data processed under that Order Form. That period is measured from expiration of the Order Form rather than from Customer inactivity. The thirty (30) days' prior written notice described above applies, and during that notice period Customer may prevent deletion by entering into a current Order Form. The advance notice period described in this paragraph is the export opportunity for deletion on expiry of a retention period or on dormancy closure; the separate thirty (30) day post-termination export period applies to other terminations. Where the account contains Protected Health Information, any deletion under this paragraph will be carried out consistently with the Business Associate Agreement referenced in Section 11.

For the avoidance of doubt, the deletion obligations in this Section 3(c) do not extend to de-identified or aggregated data permitted under Sections 3(a)(iii) and 3(d), to Usage Data, to AI Technologies, models, model weights, classifiers or other improvements to the Services derived from such de-identified or aggregated data, or to copies retained in routine backup or archival media, which are overwritten in the ordinary course on CorMetrix's standard backup cycle and which remain subject to Sections 4 and 5, and will not be restored or used for any operational purpose in the meantime.

d. **De-identified and Aggregated Data.** CorMetrix may collect, use and disclose data that has been de-identified in accordance with 45 C.F.R. § 164.514(b), whether at record level or in aggregate, and that does not identify Customer, any User or any individual, for any lawful business purpose, including research, benchmarking, analytics, improvement of the Services, development of other CorMetrix products and services, and the publication of reports or insights. This Section 3(d) is subject to any election made by Customer under Section 3(a)(iii); following such an election, CorMetrix's use of data derived from that Customer's Customer Data processed after the election took effect is limited to Usage Data and to aggregate operational and performance statistics, meaning counts, volumes, processing times, error and exception rates and similar service metrics that contain no case narrative, no Input or prompt text, no Output content and no identifiable clinical information. This Section 3(d) does not apply to Protected Content as defined in Section 3(a)(iii). An Output is excluded from this Section 3(d) only to the extent it reproduces or discloses the substance of Protected Content, and not merely because it was generated in a case in which Protected Content was present. CorMetrix will not disclose any information that could reasonably be used to identify Customer, any User or any individual, and will not attempt, and will not permit any third party to attempt, to re-identify such data.

4. Security and Data Protection:

a. **Security.**

i. We shall ensure that our security infrastructure and internal procedures are consistent with the industry standards for virus protection, firewalls and intrusion prevention and are designed to prevent the unauthorized access to the Services and Customer Data and the underlying systems, network, servers and applications. We shall maintain appropriate administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of the Services and Customer Data while in our control.

ii. We will maintain an information security program that will at a minimum require: (1) security controls to identify and protect all information and data under our possession or control; (2) employee security awareness, such as communication of all applicable security policies to, and conducting security awareness training for, our employees and agents; (3) physical security controls of our facilities; (4) protocols governing access to the Customer Data and Services and their underlying systems, network, servers and applications and specifying defined levels of access restricted to authorized employees and agents only; and (5) protocols specifying proper user authentication for all employees and agents with access to our systems, including unique access credentials and immediate revocation of any such user access upon termination of the applicable user.

iii. You are responsible for maintaining the security and confidentiality of your login credentials and access to your account.

b. **Security Incident Notification.** CorMetrix will notify Customer of any unauthorized access to, acquisition of or disclosure of Customer Data in CorMetrix's control, and of any material loss, alteration, destruction or unavailability of Customer Data resulting from a security event, that CorMetrix determines, following reasonable investigation, to have occurred. CorMetrix will provide that notice without unreasonable delay following that determination, and in any event within the period required by applicable law. The notice will describe what is then known about the nature and scope of the incident, the Customer Data affected, and the steps CorMetrix is taking, and CorMetrix will provide reasonable updates as its investigation proceeds. Nothing in this Section displaces the discovery standard or any notification deadline applicable under HIPAA or other law. This obligation applies to all Customer Data, whether or not it constitutes Protected Health Information, and is in addition to any notification obligations in the Business Associate Agreement referenced in Section 11.

c. **Certification.** CorMetrix maintains an information security and compliance program and, as of the effective date of the applicable Order Form, holds a SOC 2 Type II attestation covering the production Services. CorMetrix will use commercially reasonable efforts to maintain such attestation during the Term and will notify Customer without undue delay if the attestation lapses, is withdrawn, or is not renewed.

d. **Data Protection.** If the Customer Data includes any personally identifiable information or personal data (collectively, "PII") then you represent and warrant that you have complied and will continue to comply with all applicable laws (including data protection laws) pertaining to the collection, processing, use and transmission of the PII and have obtained all necessary consents and authorizations necessary for CorMetrix to process the PII in connection with providing you the Services.

e. Insurance. During the Term, CorMetrix will maintain, at its own expense, cyber liability and technology errors and omissions insurance and commercial general liability insurance, in each case with coverage and limits appropriate to the nature and scale of the Services. CorMetrix will furnish a certificate of insurance upon Customer's written request.

5. Confidentiality:

a. **Definition of Confidential Information.** Each undersigned party (the "Receiving Party") understands that the other party (the "Disclosing Party") has or may disclose or make available non-public information relating to the Disclosing Party, its business, or its operations which is designated as confidential when disclosed or which Receiving Party should reasonably understand is confidential of the Disclosing Party ("Confidential Information"). Customer's Confidential Information includes, without limitation, medical records, litigation files and case materials, and the identity of Customer's clients and of the individuals whose records are processed, in each case whether or not marked or designated as confidential.

b. **Protection of Confidential Information.** The Receiving Party agrees (i) to hold the Disclosing Party's Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information (including,

without limitation, all precautions the Receiving Party employs with respect to its own confidential materials), (ii) not to divulge any such Confidential Information or any information derived therefrom to any third person, except its own employees, officers, directors, agents and advisors (collectively, "Representatives") who have a need to know for the purposes contemplated herein and who are subject to binding obligations of confidentiality with respect thereto, and (iii) not to use the Disclosing Party's Confidential Information except to perform its obligations and exercise its rights under this Agreement. Any breach of this Agreement by a Representative of the Receiving Party is deemed a breach by the Receiving Party.

c. **Exceptions.** The foregoing shall not apply with respect to any information that the Receiving Party can document (i) is or becomes generally available to the public through no improper action or inaction by the Receiving Party; (ii) was in its possession or known by it without restriction prior to receipt from the Disclosing Party; (iii) was rightfully disclosed to it by a third party without restriction; or (iv) was independently developed without access to or use of the Disclosing Party's Confidential Information. The Receiving Party may make disclosures required by law or court order provided, to the extent legally permissible, the Receiving Party uses diligent reasonable efforts to notify the Disclosing Party of such requirement and works with the Disclosing Party in good faith to prevent or limit disclosure. Disclosures permitted under the final paragraph of Section 2(c) shall not constitute a breach of this Section 5.

6. Fees and Payment:

a. **Fees.** You will pay CorMetrix the fees set forth on the relevant Order Form ("Fees"). All Fees shall be paid in U.S. dollars. Fees are non-refundable and non-cancelable except as expressly provided in these Terms. Fees may be subscription-based, flat fees and/or usage-based. If applicable, you authorize us and our payment processors to charge the payment method designated on your account for the Fees. Fees are exclusive of any taxes that we are legally required to charge in connection with the Services.

b. **Refund on Termination for CorMetrix Breach.** If Customer terminates this Agreement under Section 7(b)(i) for CorMetrix's uncured material breach, CorMetrix will refund any prepaid Fees covering the portion of the then-current subscription term following the effective date of termination, and any prepaid Fees for cases not yet processed. If a case has been processed but, because of a material defect in the Services, the resulting Outputs cannot be made materially functional within a reasonable period following notice, CorMetrix will refund the Fees paid for that case. If CorMetrix is unable to correct a material defect in the Services within a reasonable period following notice, Customer may also terminate the affected Services and receive the pro-rata refund described above.

c. **Non-Payment.** Failure to timely remit payment of any Fees may result, at CorMetrix's discretion, in suspension or termination of access to the Services, restriction of processing privileges, withholding of deliverables not yet released, or other limitations until all outstanding amounts are paid in full. Where an Order Form provides for payment in installments, CorMetrix may, upon written notice following Customer's failure to pay any installment when due, and Customer's failure to cure that non-payment within ten (10) days of such notice, declare the remaining unpaid balance of the fixed, committed amount set forth on that Order Form immediately due and payable. Acceleration under this Section does not extend to usage-based or overage amounts not yet incurred. Customer may withhold payment of any amount it disputes in good faith, provided Customer pays all undisputed amounts when due and notifies CorMetrix of the basis for the dispute within fifteen (15) days of the invoice date. Suspension, termination and acceleration under this Section apply only to undisputed amounts that remain overdue, and CorMetrix will not suspend or terminate the Services, or accelerate any balance, on account of an amount properly disputed under this Section while the parties work in good faith to resolve it. CorMetrix will not withhold Customer Data, including any Protected Health Information, from export or return under Section 3(c) on account of non-payment.

7. Term and Termination:

a. **Term.** These Terms will become effective upon your acceptance and agreement to Terms and continue until terminated as set forth below. If you acquire rights to access and use the Services pursuant to a subscription, the subscription cannot be terminated early for convenience, except as expressly permitted in Section 7(b), and will automatically renew for the same duration as the original subscription term unless you or CorMetrix notifies the other party of its desire to not renew at least thirty (30) days prior to the end of the then-current subscription term in the case of a term of one

year or longer, or at least seven (7) days prior to the end of the then-current term in the case of a monthly or other term shorter than one year. Automatic renewal applies only where the Order Form expressly identifies a subscription term.

b. **Termination.** This Agreement will automatically terminate if and when your rights to use the Services have expired. Expiration of Customer's paid processing rights under an Order Form does not, by itself, terminate Customer's account or end the access to completed cases described in Section 3(c), which continues for the applicable retention period in that Section; the thirty (30) day post-termination export period applies on actual termination or closure of the account, except for scheduled retention expiry or dormancy closure, for which the advance notice period in Section 3(c) is the export opportunity. Either party may terminate this Agreement (i) upon written notice to the other party if such other party materially breaches this Agreement or Order Form and fails to cure such breach within fourteen (14) days of receipt of written notice thereof; provided that such cure period shall be five (5) days in the event of any material breach of Section 2(c) or Section 5; (ii) to the extent permitted by applicable law, upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings; (iii) upon the other party's making an assignment for the benefit of creditors; or (iv) upon the other party's dissolution or ceasing to do business.

c. **Effect.** Upon expiration or termination of this Agreement for any reason, (i) each of our rights and obligations will terminate; and (ii) Sections 2(b), 2(c), 3, 5, 6, 7(c), 8, 9, 10 and 11 will survive any termination or expiration of this Agreement. Section 4 will survive for so long as CorMetrix retains any Customer Data.

8. Warranties, Disclaimers and Indemnification:

a. **By CorMetrix.** CorMetrix represents and warrants that the Services (exclusive of Third-Party Services that Customer elects to enable, integrate or obtain from a third party, but inclusive of subprocessors CorMetrix engages to perform part of the Services) will be free of material defects and will generally operate in accordance with its documentation. As Customer's remedy for any breach of the foregoing warranty, we will use commercially reasonable efforts to modify the Services or correct errors in the Services and, where we are unable to do so within a reasonable period, Customer shall have the termination and refund remedies set forth in Section 6(b). Those remedies together are Customer's sole monetary remedies for breach of this warranty.

b. **By Customer.** You represent and warrant that (i) the Customer-Provided Data will not infringe, misappropriate, or otherwise violate the intellectual property, privacy or other rights of any third party; and (ii) you will comply with all applicable laws, regulations, rules, and industry standards in connection with its obligations and exercise of rights under these Terms; and (iii) each individual accepting these Terms or any Order Form on your behalf, whether by signature or through an acceptance control presented within the Services, is authorized to bind you to them.

c. **Disclaimer of Other Warranties.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 8, EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION, WARRANTY, OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR TRADE USAGE. CORMETRIX MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT DEFECTS WILL BE CORRECTED. CorMetrix makes no warranties or guarantees with respect to Third-Party Services.

d. **Disclaimer Regarding AI Technology.** Customer acknowledges and agrees that, in addition to the limitations and restrictions set forth in this Agreement, there are numerous limitations that apply with respect to advanced technologies such as artificial intelligence, machine learning systems, and similar technology and features including large language models ("AI Technology") contained within the Services and the Outputs it generates, including that (i) the Outputs may contain errors or misleading information and may not be accurate or reliable; (ii) AI Technology can perpetuate biases that are present in the data used to train them; and (iii) AI Technology can struggle with complex tasks that require reasoning, judgment, and decision-making. Customer will cause each Output to be reviewed by a qualified professional before any material reliance on it, including verification of material factual assertions and of the source references on which they rest. Customer acknowledges that analyses identifying record gaps, missing documents, contradictions or integrity concerns are necessarily limited to the materials furnished and to what those materials disclose, and cannot establish that every missing record, gap or discrepancy has been identified. CorMetrix

does not guarantee any litigation, claim, coverage or review outcome, or the admissibility of any Output. Customer assumes sole responsibility for its use of, and for any decision taken in reliance on, any Output, including any failure to carry out the professional review required by this Section. Subject to Section 9(d), CorMetrix will have no liability for any claim, loss or damage arising from the accuracy, completeness or sufficiency of any Output, or from Customer's reliance on an Output. The preceding sentence does not limit Customer's remedies under Sections 6(b) and 8(a) where a material defect in the Services causes an Output to be unusable, and does not limit CorMetrix's obligations under Sections 4, 5 and 11. The warranty in Section 8(a) applies to the operation of the Services and is not a warranty as to the content, accuracy or completeness of any Output.

CorMetrix supplies software. CorMetrix does not practice law or medicine, does not provide legal, medical or other professional advice, and does not render professional opinions. The Outputs are intended to assist, and not to substitute for, the independent professional judgment of Customer and its Users. CorMetrix does not represent that the Services constitute "HIPAA-compliant services" absent the Business Associate Agreement referenced in Section 11.

CorMetrix may from time to time make available deployment configurations in which AI Technologies are trained using federated or other distributed learning methods, under which model training occurs without transfer of Customer Data to CorMetrix and only model parameters are exchanged. CorMetrix may make any such configuration available under these Terms, and no separate agreement or Order Form is required for Customer to participate. CorMetrix will design and operate any federated or distributed learning activity to support applicable data protection requirements, including HIPAA where a Business Associate Agreement is in effect, and will make a description of the applicable data flows available to Customer before Customer's participation is activated. Sections 3, 4 and 5 and, where applicable, the Business Associate Agreement referenced in Section 11 apply to any federated or distributed learning activity and to the model updates and parameters exchanged in the course of it, and the Protected Content exclusions in Section 3(a)(iii) apply in the same way. Customer's participation in any such configuration is subject to any election Customer has made under Section 3(a)(iii). Where CorMetrix and Customer participate in federated or distributed learning, ownership of the aggregated model, model parameters and intellectual property arising from that authorized learning process shall belong to CorMetrix. This does not affect Customer's rights in the Customer Data or Outputs under Section 3(a). For the avoidance of doubt, the Services as presently furnished require Customer to transmit Customer Data to CorMetrix for processing, and such processing is governed by Section 3 and, where applicable, by the Business Associate Agreement referenced in Section 11.

e. **Notice Regarding Microsoft Azure OpenAI Service.** The Services use the Microsoft Azure OpenAI Service as a subprocessor. Microsoft does not use Customer Data to train, retrain or improve the foundation models that generate Output, and CorMetrix maintains a business associate agreement with Microsoft covering the processing of Protected Health Information. Microsoft's standard abuse monitoring currently applies to the resources CorMetrix uses to provide the Services. Under it, Microsoft retains prompts and generated content for a limited period for the purpose of detecting and preventing abusive or harmful use, and authorized Microsoft personnel may review content that Microsoft's automated systems flag as potentially violating, in each case as described in Microsoft's then-current published documentation for the Azure OpenAI Service. Customer consents to that processing. If CorMetrix obtains modified abuse monitoring or an equivalent configuration for those resources, that retention and human review will no longer apply, and CorMetrix will update this Section accordingly. Customer's use of the Services must comply with the Microsoft Azure OpenAI Code of Conduct.

f. **Indemnification by Customer.** Customer shall defend, indemnify and hold harmless CorMetrix and its officers, directors, employees and agents from and against any third-party claim, and any damages, liabilities, costs and expenses (including reasonable attorneys' fees) finally awarded or agreed in settlement, arising out of or relating to (1) Customer-Provided Data, including any allegation that Customer lacked the rights, consents or authorizations necessary to upload or transmit it or that it infringes, misappropriates or violates the rights of any third party; (2) Customer's or its Users' use of the Services in violation of these Terms; or (3) Customer's or its Users' violation of applicable law; or (4) Customer's or its Users' use of, or reliance on, any Output without the professional review required by Section 8(d). Customer shall have no obligation under this Section to the extent the claim arises from CorMetrix's breach of these Terms, from CorMetrix's own negligence or misconduct, or from content independently introduced by the Services that

is not derived from or attributable to the Customer-Provided Data. For the avoidance of doubt, an Output that reflects, reproduces or is derived from Customer-Provided Data is not excluded by the preceding sentence.

g. **Indemnification by CorMetrix.** CorMetrix shall defend, indemnify and hold harmless Customer from and against any third-party claim alleging that the Services, as furnished by CorMetrix and used in accordance with these Terms, infringe or misappropriate such third party's United States patent, copyright, trademark or trade secret rights, and shall pay any damages finally awarded or amounts agreed in settlement. CorMetrix shall have no obligation under this Section to the extent a claim arises from (1) Customer-Provided Data; (2) use of the Services in combination with any product, service or data not furnished by CorMetrix, where the claim would not have arisen but for such combination; (3) use of the Services in violation of these Terms; or (4) any modification of the Services not made by CorMetrix. If the Services become, or in CorMetrix's reasonable judgment are likely to become, the subject of such a claim, CorMetrix may at its option procure the right for Customer to continue using the Services, replace or modify the Services so that they are non-infringing, or terminate the affected Services and refund any prepaid, unused Fees. This Section states CorMetrix's entire liability and Customer's exclusive remedy for any claim of infringement or misappropriation.

h. **Indemnification Procedure.** The party seeking indemnification shall promptly notify the indemnifying party in writing of the claim, provided that failure to give prompt notice shall relieve the indemnifying party of its obligations only to the extent it is materially prejudiced thereby. The indemnifying party shall have sole control of the defense and settlement of the claim, provided that it shall not enter into any settlement that imposes any liability or obligation on the indemnified party, or admits fault on its behalf, without the indemnified party's prior written consent, not to be unreasonably withheld. The indemnified party shall provide reasonable cooperation at the indemnifying party's expense and may participate in the defense with counsel of its own choosing at its own expense.

9. Limitations of Liability:

a. **No Consequential Damages.** REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR SIMILAR DAMAGES OF ANY KIND (INCLUDING LOSS OF PROFITS, BUSINESS OR GOODWILL) ARISING FROM THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. **Liability Cap.** EXCEPT AS PROVIDED IN SECTION 9(d), EACH PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER ATTRIBUTABLE TO THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY, AND WHERE FEES WERE PREPAID FOR A LONGER PERIOD, THE PORTION OF THOSE FEES ALLOCABLE TO THAT TWELVE (12) MONTH PERIOD.

c. **Other Limitations.** EXCEPT AS PROVIDED IN SECTION 9(d), WITH RESPECT TO ANY SERVICES OFFERED AS BETA SERVICES, IN NO EVENT WILL CORMETRIX BE LIABLE FOR ANY AMOUNTS IN EXCESS OF THE LESSER OF $10,000 AND THE AMOUNT DETERMINED UNDER SECTION 9(b). CORMETRIX HAS NO LIABILITY FOR ANY THIRD-PARTY SERVICE THAT CUSTOMER ELECTS TO ENABLE, INTEGRATE OR OBTAIN FROM A THIRD PARTY. THE PRECEDING SENTENCE DOES NOT LIMIT CORMETRIX'S OBLIGATIONS UNDER SECTIONS 3, 4, 5 AND 11 WITH RESPECT TO SUBPROCESSORS IT ENGAGES TO PERFORM PART OF THE SERVICES, WHICH OBLIGATIONS REMAIN SUBJECT TO THE CAPS IN SECTIONS 9(b) AND 9(d). FOR AVOIDANCE OF DOUBT, THE FOREGOING LIABILITY CAPS APPLY IN THE AGGREGATE AND NOT PER CLAIM.

d. **Exclusions and Application of the Cap.** THE LIMITATIONS IN SECTIONS 9(a) AND 9(b) DO NOT APPLY TO, AND THE FOLLOWING ARE NOT SUBJECT TO ANY CAP: (i) CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8(f); (ii) CUSTOMER'S BREACH OF SECTION 2(c)(i), SECTION 2(c)(iii) OR SECTION 2(c)(iv); (iii) CUSTOMER'S OBLIGATION TO PAY FEES; AND (iv) EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD.

The cap in Section 9(b) is a single aggregate cap applying to all claims under this Agreement other than those excluded by the first paragraph of this Section 9(d), and is inclusive of defense costs and amounts paid in settlement. It applies equally to CorMetrix's infringement indemnification obligations under Section 8(g) and to either party's breach of its obligations under Section 4, Section 5, Section 11 or the Business Associate Agreement. An Order Form may specify a higher cap, generally or for any one or more of those categories. Where Customer's Order Form has lapsed while CorMetrix continues to host Customer Data under Section 3(c), the Fees used to calculate the cap are determined on

the same basis as in Section 9(b), measured as of the last date on which Customer had an Order Form in effect. Nothing in this Section 9(d) increases a party's liability beyond the amounts expressly stated.

10. Miscellaneous:

a. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon applicable to contracts entered into and fully performed therein. Any dispute, controversy, claim, action, or proceeding arising out of, relating to or in connection with this Agreement must be brought exclusively in the courts located in Portland, Oregon. The prevailing party in any legal proceeding shall be entitled to recover its reasonable attorneys' fees and court costs incurred in connection therewith, in addition to any other relief it may be awarded from the other party. This Agreement is entered into solely in the English language, and if for any reason any other language version is prepared by any party, it shall be solely for convenience and shall have no force or effect and the English version shall govern and control in all respects. All proceedings related to this Agreement shall be conducted in the English language. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply to this Agreement.

b. **Relationship of Parties.** The parties hereto are independent contractors as to each other and nothing in the Agreement shall give rise to a partnership, joint venture, or other relationship between the parties. Neither party is authorized to make commitments on behalf of or otherwise bind the other party without the prior written consent of that party.

c. **Notices.** Notices given under this Agreement shall be given in writing and delivered either by hand, registered or certified mail, email (which is deemed received on the next business day after transmission to the address set forth on the Order Form or associated with Customer's account, absent a bounce or delivery failure notice), or courier (including overnight delivery or other express mail delivery service (all delivery charges pre-paid)) to the addresses set forth on the applicable Order Form, or to the email address associated with Customer's account (or as otherwise designated by a party). Notices to Customer may also be given through the Services.

d. **Entire Agreement.** This Agreement includes all documents and policies referenced herein, including the Business Associate Agreement referenced in Section 11, and collectively they set forth the entire understanding and agreement of the parties, and supersedes any and all prior or contemporaneous oral or written agreements or understandings between the parties.

e. **Assignment.** Each party ("Assigning Party") may not, in whole nor in part, assign, transfer, sell, sublicense or otherwise dispose of any of its rights or obligations under this Agreement, whether by operation of law or otherwise, to any third-party, without the prior written consent of the other party. Notwithstanding the foregoing, the Assigning Party may assign, without prior written consent, its rights and obligations hereunder to a successor in interest by reason of merger, acquisition, or consolidation or sale or other disposition of all or substantially all of the stock, assets or business of the Assigning Party relating to that portion of the business to which this Agreement pertains.

f. **Force Majeure.** Other than for the payment of Fees, neither party shall be responsible for any delay in performance or failure to meet its respective obligations under this Agreement that is caused, directly or indirectly, by any event beyond such party's reasonable control including, but not limited to, fire, flood, explosion, earthquake, strike, embargo, act of terrorism, war, general labor disputes or other act of God (collectively, "Force Majeure"). A party impacted by a Force Majeure shall notify the other party promptly, take reasonable steps to mitigate the impact of the Force Majeure, and recommence performance as soon as reasonably practical after the cessation of the Force Majeure.

g. **Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to any law, the remaining provisions shall remain in full force and effect as if such provision never existed.

h. **Waiver and Amendments.** No waiver, amendment, alteration or modification of any provision of this Agreement shall be effective unless authorized signatories of both parties consent to it in a writing that references this Agreement. No failure or delay by either party in exercising any rights, powers, or remedies under this Agreement shall operate as a waiver of any such right, power, or remedy. This Section 10(h) does not apply to Order Forms, which may be entered into, and additional Services or capacity ordered, as provided in Section 1, or to updated Terms, which take effect as provided in Section 10(j).

i. **Publicity.** Customer grants CorMetrix a limited, non-exclusive, royalty-free right to use Customer's name and logo to identify Customer as a customer of CorMetrix on CorMetrix's website and in its customer lists, sales materials and investor materials. CorMetrix will use Customer's name and logo in accordance with any written trademark usage guidelines Customer provides, and will not state or imply that Customer endorses or recommends the Services. Customer may withdraw this permission at any time upon written notice to CorMetrix, and CorMetrix will cease such use in materials it produces after receipt of that notice, and in any event within thirty (30) days, provided that CorMetrix shall have no obligation to recall, retrieve or modify materials already distributed. This permission extends only to Customer's name and logo and never to the identity of any patient or individual, to any case, matter or engagement, or to the identity of Customer's own clients.

j. **Changes to these Terms.** CorMetrix may propose updated Terms by posting them and giving Customer notice under Section 10(c) at least forty-five (45) days before they take effect. Where updated Terms are proposed to take effect at a renewal, Customer may decline to renew at any time up to the renewal date, notwithstanding the notice period in Section 7(a). Updated Terms take effect as to Customer upon the earlier of Customer's acceptance through the Services and the commencement of Customer's next subscription term or next Order Form accepted after the notice period. Updated Terms do not apply retroactively and do not alter the Fees or term of an Order Form already in effect. If Customer does not accept updated Terms, the Terms in effect when Customer's current Order Form was accepted continue to govern that Order Form until it expires.

k. **Electronic Transactions.** The parties consent to transact electronically. Electronic records and electronic signatures, including acceptance controls presented within the Services, satisfy any requirement that an agreement, Order Form, notice or consent be in writing or be signed, and neither party will contest the validity or enforceability of this Agreement or any Order Form on the ground that it was formed or accepted electronically. CorMetrix will maintain a record of each electronically accepted Order Form, including, as applicable, the version of the Terms and Order Form presented, the date of acceptance and the identity of the accepting User, and will make that record available to Customer upon Customer's reasonable written request during the Term.

11. HIPAA & Business Associate Agreement: If Customer is a Covered Entity or Business Associate under HIPAA and uses the Services in a manner involving Protected Health Information ("PHI"), the parties agree to be bound by the CorMetrix Business Associate Agreement ("BAA"), the then-current version of which is published at https://www.cormetrix.com/legal/baa and is incorporated into these Terms by reference. The BAA is presented with these Terms and may be accepted electronically in the manner described in Section 1; CorMetrix will maintain a record of the version of the BAA accepted, the date of acceptance and the identity of the accepting User, and will make that record available to Customer upon Customer's reasonable written request during the Term. Customer must accept the BAA before transmitting PHI to the Services. A revised BAA applies to Customer only upon Customer's acceptance of it, and the version Customer accepted continues to govern until then. The BAA authorizes CorMetrix to de-identify Protected Health Information in accordance with 45 C.F.R. § 164.514(b) and to use and disclose the resulting de-identified information as permitted by Sections 3(a)(iii) and 3(d). In the event of a conflict between these Terms and the BAA, the BAA shall control with respect to the PHI.