



## **Platform Terms of Use**

**Last Modified: 6/23/2025**

These Platform Terms of Use (“Agreement”) govern your access to and use of the software application for assistance with the documentation of patient encounters with Customers and certain provider support services, generally provided as software-as-a service platform or mobile app as delivered or made available to you, a member of your accountable care organization, or your users by PredictionHealth, pursuant to this Agreement (collectively, the “Platform”). The Platform is owned and operated by Prompt Therapy Solutions, Inc. doing business as PredictionHealth (“PredictionHealth,” “us,” “we” and/or “our”) and has been created to provide information about our company and our physician support services, mobile applications and related products and services (together with the Platform, the “Services”) to our Service visitors and users (“you”, “your”). Please read this agreement carefully. The Services are intended for use by physicians and other health care providers only (“Customers”). If you are accessing or using the Services on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind such entity to this Agreement, in which case references to “you” or “your” in this Agreement will refer to both the individual and any such company or legal entity using the Services. “Customer” includes any employee or independent contractor of you who: (i) is a duly licensed physical therapist, licensed healthcare provider or other category of provider specified in an Order Form (defined below) who is responsible for documenting encounters with patients upon providing health care services, or (ii) is either identified by you to PredictionHealth in writing or identified as part of an analyzed provider group in the Order Form.

This Agreement hereby incorporates by this reference the Privacy Policy (“Privacy Policy”) located at <https://www.promptmr.com/privacy-policy>, and any additional updates, revisions, supplements, modifications and additional rules, policies, terms and conditions (collectively referred to in this Agreement as “Additional Terms”). Except as otherwise indicated, any reference herein to the “Agreement” shall include the Privacy Policy and Additional Terms.

Please read the Agreement carefully. By creating an account, signing this Agreement, or continuing to use the Services, you acknowledge that you have read, understood, and agree to be bound by this Agreement. You “sign” and accept this Agreement by clicking “I agree” on the account creation screen or signing an applicable order form, proposal, statement of work, or other separate legal agreement (“Order Form”) that specifically references this Agreement.

IN THE EVENT OF ANY INCONSISTENCY OR CONFLICT BETWEEN THESE TERMS OF USE AND THE PRIVACY POLICY AND/OR ANY ADDITIONAL TERMS, THE FOLLOWING ORDER OF PRECEDENCE SHALL CONTROL: (A) THESE TERMS OF USE; (B) THE PRIVACY POLICY; AND (C) ANY ADDITIONAL TERMS.

### **1. Changes.**

PredictionHealth may change this Agreement at any time and from time to time by notifying you of such changes by any reasonable means, including by posting a revised Agreement on the Platform. These changes will be effective immediately and incorporated into this Agreement upon our publishing them to the Platform. The “Last Modified” legend above indicates when this Agreement was last changed. Any such changes will not apply to any dispute between you and us



arising prior to the date on which we posted the revised Agreement incorporating such changes, or otherwise notified you of such changes.

You are responsible for reviewing this Agreement each time you use or access or use the Services. Your continued use of the Services following such notice will be deemed to conclusively indicate your acceptance of any and all such changes.

## **2. We May Discontinue the Platform or the Services at any time.**

We may, at any time and without liability, modify, suspend, or discontinue, temporarily or permanently, the Services (including access to the Platform via any third-party links), with or without notice to you; charge, modify or waive any fees required to use the Services; or offer opportunities to some or all users. This includes the right to modify, discontinue or remove any content, postings, links, pages, services, or other materials at any time and for any reason. We may refuse or restrict anyone from access to the Services at any time.

## **3. User Accounts**

To access certain features of the Services, you may be required to create a user account (“Account”). You shall maintain and cause to be maintained the confidentiality of all user IDs and passwords for the Account and shall at all times maintain adequate safeguards to ensure that access to the Account is limited to your authorized users. You will promptly update all Account information to keep it true, accurate, and complete. You will be responsible for all activities that occur under your Account, username, and password and therefore you agree to keep your password confidential. You agree to notify us immediately of any unauthorized use of your username or password or if you believe that your password is no longer confidential. We reserve the right to require you to alter your username and/or password if we believe that your Account is no longer secure. You will not: (a) provide any false information as part of your Account information; (b) create an Account for anyone other than yourself; (c) create or use more than one Account at any given time; (d) transfer your Account to anyone else; (e) permit others to use your Account; or (f) use or access other persons’ Accounts. You agree that we shall not be responsible for any losses incurred in connection with any misuse of or failure to secure passwords, nor shall we have any responsibility whatsoever for your failure to comply with this Section.

## **4. User Content**

By posting or submitting content, including materials which may contain information that personally identifies you or someone else or may contain medical information; sending direct mail or email solicitations and other communications to us; or using our Chrome extension (“User Content”), you hereby grant PredictionHealth an irrevocable, non-exclusive, royalty-free and fully paid, worldwide, transferable license, with the right to sublicense through multiple tiers, to reproduce, distribute, modify, publicly display, publicly perform, prepare derivative works of, transmit, and otherwise use your User Content in any manner and for any purpose, including for training our artificial intelligence modeling or otherwise improving our Services. You represent and warrant that: (a) you have the right to grant the foregoing; and (b) the User Content will not infringe, misappropriate, or violate any third-party rights (including any



Intellectual Property Rights). For purposes of this Agreement, the term “Intellectual Property Rights” means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, including, without limitation, moral rights and similar rights. You are solely responsible for your User Content. You must always get written permission from all persons named, identified, referred or alluded to, either explicitly or implicitly, in such User Content and, if required, provide us with such written permission upon our request. Except with respect to our service providers in their provision of services to us in connection with the Services, we have no control over and are not

responsible for any use or misuse (including any distribution) by any third party of User Content. IF YOU CHOOSE TO MAKE ANY PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH THE SERVICES, YOU DO SO AT YOUR OWN RISK.

## **5. License and Ownership**

- (a) As between you and PredictionHealth, you have and retain exclusive ownership of all your personal information and all intellectual property and proprietary rights therein. You grant to PredictionHealth a non-exclusive, royalty-free license during the Term to use and disclose your personal information in order to perform our obligations under this Agreement and in accordance with our Privacy Policy.
- (b) As between you and PredictionHealth, PredictionHealth has and retains exclusive ownership of the Services and all intellectual property and proprietary rights therein.
- (c) You may suggest findings, feedback, inventions, improvements, discoveries, or ideas that PredictionHealth, at its sole option, may incorporate in the Services or in other products or services that may or may not be made available to you. You acknowledge and agree that PredictionHealth may de-identify your data or personal information in accordance with applicable laws, including HIPAA, for our general business purposes, including to enhance the Services, and we have and retain exclusive and valid ownership of such de-identified data and all statistical information regarding your use of the Services, your provision of health care services, and other statistical information that (i) reasonably cannot be used to identify you, any employee or individual independent contractor of yours, or a physician practice or an independent licensed medical professional that is a member or affiliate of yours; and (ii) does not contain data that is protected health information (as defined under HIPAA). You hereby assign to PredictionHealth any and all right, title, and interest in and to any such findings, feedback, inventions, improvements, discoveries, ideas, de-identified data, and statistical information; provided, however, that to the extent that any portion of the foregoing or proprietary rights in or based upon the foregoing is not assigned or assignable to PredictionHealth pursuant to this paragraph, you grant to PredictionHealth without any warranties whatsoever (all of which, express or implied, are disclaimed) a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, worldwide transferable license, with the right to sublicense through multiple tiers, to use, reproduce, distribute, modify, adapt, transmit, translate, create derivative works from,

publicly perform, publicly display, make, have made, import, disclose, exploit, and exercise the foregoing in any manner and for any purpose, including for training our artificial intelligence modeling or otherwise improving our Services.

- (d) Subject to terms and conditions of this Agreement, PredictionHealth grants to you a non-exclusive, non-transferable (except as otherwise provided herein) license during the Term for you to access and use the Services for your internal business purposes only and to copy the following information about a scheduled patient encounter for which Customer provides medical services, solely to the extent required for our Customer's to use the Platform: (i) the patient's name and system of record identification number; (ii) the user name and system of record identification number or code; (iii) the time, duration, and location of the encounter; (iv) relevant information regarding the purpose of the encounter; (v) relevant medical documentation and history of the patient; and (vi) all other relevant documentation and information that PredictionHealth may collect in the course of providing the Services, including encounter note and charge capture information ("Platform Information").

## **6. Unacceptable Use.**

- (a) Except as may be expressly authorized in this Agreement, you shall not do, nor shall you authorize any person to do, any of the following: (i) use the Services for any purpose or in any manner not specifically authorized by this Agreement; (ii) make copies, distribute, republish, download, display, post, or transmit any portion of the Services; (iii) create or recreate the source code for, or re-engineer, reverse engineer, decompile, or disassemble the Services that is computer software; (iv) modify or create derivative works from or based upon any part of the Services, or combine or merge any part of the Services with or into any other software, document, or work; (v) refer to or otherwise use any part of the Services as part of any effort to develop a product or service having any functional attributes, visual expressions, or other features or purposes similar to those of the Services; (vi) remove, erase, or tamper with any legal notices, credits, copyright, trade names, logos, color schemes, service marks, slogans, other proprietary or trademark notice, or similar means of identifying products or services (collectively, the "Marks") displayed, printed or stamped on, affixed to, or encoded or recorded in the Services, or use a proxy, reverse proxy, or any other such mechanism that is intended to, or has the effect of, obscuring any of the foregoing or confusing an individual as to PredictionHealth's rights in the Services; (vii) sell, market, license, sublicense, distribute, rent, loan, or otherwise grant to any third party any right to possess or utilize any portion of the Services; (viii) knowingly use the Services to store, receive, or distribute any information that violates any applicable law; (ix) use the Services to gain or attempt to gain access to any software applications, computer systems, or data not expressly authorized under this Agreement; or (x) or assist any party in attempting to do any of the foregoing.

## **7. Services.**

- (a) Subject to the terms and conditions set forth herein, including payment for Services, and provided you are not in material breach of your obligations hereunder, PredictionHealth shall provide the following Services with regard to PredictionHealth's Platform:
- (i) *Implementation Services.* PredictionHealth shall provide such training as PredictionHealth reasonably determines appropriate for initial use (such training to be delivered by such means, on-site and/or remotely via the internet, as PredictionHealth reasonably determines appropriate) along with the implementation and/or other professional services described in the applicable Order Form (if any). Upon the parties' mutual agreement from time to time, subject to such fees as the parties may agree, PredictionHealth shall provide re-training and training for additional users.
  - (ii) *Hosting.* PredictionHealth shall administer and operate the Platform for access and use by you pursuant to this Agreement using a third party hosting services provider.
  - (iii) *Support.* During the term, as provided in an applicable Order Form, PredictionHealth shall provide to you consultation and assistance with operational and technical support issues arising from use of the Platform during PredictionHealth's then-current support hours pursuant to requests for support services submitted in accordance with PredictionHealth's then-current procedures therefor.
  - (iv) *Maintenance.* During the term, as provided in an applicable Order Form, in response to a malfunction, PredictionHealth shall use commercially reasonable efforts to correct such reported malfunction or to provide a reasonable workaround sufficient to alleviate any substantial adverse effect of the problem on the utility of the Platform, provided that you assist PredictionHealth in its efforts by making available, as reasonably requested by PredictionHealth, information, documentation, access to personnel, and testing. In the event a malfunction exists due to an error in the functional specifications, PredictionHealth may correct such malfunction by providing corrected functional specifications; provided, however, that no such revision shall eliminate or materially diminish any feature or operational functionality of the Platform previously described therein.
- (b) PredictionHealth's Platform support and maintenance obligations pursuant to this Agreement are conditioned upon access to and use of the Platform by your users in accordance with the Platform documentation and using equipment, browsers, and other information technology meeting any criteria set forth in the Platform documentation or published on PredictionHealth's Platform from time to time. Upon reasonable notice to you from time to time, PredictionHealth may revise the specifications described in this paragraph or implement new such specifications to address the evolution of such technology.
- (c) From time to time at our discretion, PredictionHealth may implement releases of the Platform that contain changes, updates, patches, fixes, enhancements to functionality, and/or additional functionality. PredictionHealth in our sole discretion will determine whether to include in the Platform, as part of the maintenance Services hereunder,



features or functionality not originally specified for the Platform, and PredictionHealth shall have no obligation to disclose or offer to you any such features or functionality.

- (d) Subject to the terms and conditions set forth herein, and subject to your use of the Platform during encounters between you and patients in accordance with PredictionHealth's then- current operating instructions provided or made available to you, PredictionHealth shall provide documentation Services to you with regard to such encounters.
- (e) From time to time as agreed by the parties, PredictionHealth shall perform such other services as are set forth in an applicable Order Form or pursuant to arrangements documented informally, such as by exchange of e-mails between you and authorized representatives of PredictionHealth. Unless otherwise set forth in such Order Form, all such other services shall be billed at PredictionHealth's then-current rates therefor.
- (f) PredictionHealth may impose limitations on the number of tokens available for usage of real-time features if a Customer's monthly token consumption exceeds 500,000 tokens.

## **8. Your Responsibilities and Restrictions.**

- (a) You represent, warrant, and agree that:
  - (i) you will comply with all applicable local, state, national, and international laws, statutes, rules, regulations, ordinances and the like, including privacy laws and intellectual property laws;
  - (ii) you will not post inappropriate, inaccurate, illegal, or objectionable content to the Platform or use the Services to do or promote anything that is unlawful, illegal, misleading, tortious, defamatory, or libelous;
  - (iii) you will not attempt to gain unauthorized access to information, accounts, computer systems or networks retained on or connected to any server hosting the Services through hacking, password mining or any other means;
  - (iv) you will not interfere with any third party's use and enjoyment of the Services;
  - (v) you will not use or access the Services in a manner that could damage, disable, overburden, or impair the server hosting the Platform or the networks connected to any server hosting the Platform; and
  - (vi) you have sufficient right, title, interest in and to, the User Content and have obtained all necessary written authorization, consents, and permissions (including any patient authorizations, if necessary) and provided all necessary disclosures as may be required for compliance with applicable local, state, national, and international laws, statutes, rules, regulations, ordinances and the like, including HIPAA and other privacy laws, governing the privacy and security of personal information, including medical or other sensitive data, to enable you to provide the User Content to PredictionHealth for our intended use in accordance with the terms of this Agreement and our Privacy Policy.
- (b) If you violate any guideline listed above, any other user guidelines posted on the Platform, or any term of this Agreement, or PredictionHealth believes that any of your conduct or content is offensive or illegal, violates the rights of, harms, or threatens to harm third parties, or may



create liability for PredictionHealth or third parties, PredictionHealth reserves the right (but is not obligated) to investigate and take appropriate legal action in its sole discretion, including removing content from the Platform, notifying the appropriate authorities regarding the source of such content, cooperating with law enforcement authorities in prosecuting users who have participated in such violations, barring you from accessing the Platform, and terminating your Account. Without limiting our rights and your limitations under this Agreement, if you use, or attempt to use the Services, the Marks or our copyrighted materials for any purposes other than its intended purposes (including without limitation by tampering, hacking, modifying or otherwise corrupting the security or functionality of the Services), you may also be subject to civil and criminal liability.

- (c) You understand that data and communications, including e-mail, chat messages, and other electronic communications, may be accessed by unauthorized third parties when communicated over the Internet. You agree that it is your responsibility, and not ours, to obtain and use third party software products that support encryption and other security protocols compatible with such protocols (if any) that may be used by us from time to time in connection with the Services.
- (d) You shall ensure that each Customer complies with terms and conditions of this Agreement, including, without limit, any restriction on use of the Services or Platform as set forth herein. You shall remain fully liable to PredictionHealth for any acts or omissions of your Customers.
- (e) You shall be responsible for selecting, obtaining, and maintaining any equipment and ancillary services needed to access the Platform or Services, in each case meeting any information technology environment criteria set forth in applicable documentation, otherwise communicated in writing by PredictionHealth from time to time; provided, however, that to the extent PredictionHealth provides any such equipment to you, such equipment shall remain the property of PredictionHealth pursuant to a bailment and, upon the expiration or any termination of this Agreement, you shall return such equipment to PredictionHealth in the same condition as delivered (ordinary wear and tear excepted). PredictionHealth shall not be obligated to provide any such equipment, and you shall be responsible for replacing any such equipment that is lost or damaged.
- (f) You shall (i) designate a system administrator to authorize and terminate access to the Platform for your users, and PredictionHealth, pursuant to your then-current procedures, (ii) authorize such individual to exercise such role. You acknowledge and agree that the system administrator, utilizing mechanisms provided within the Platform, will have the responsibility solely for authenticating and provisioning access to the Platform for your other users and for disabling access to the Platform for your users.
- (g) You shall cause the system administrator to perform such authentication in accordance with generally- accepted information security standards and shall cause the system administrator to disable such access immediately upon the termination of employment or engagement of any of your users or when your user otherwise is no longer eligible to use the Platform pursuant to this Agreement. You shall notify PredictionHealth immediately, by telephone and

in writing, to disable access to the Platform for a system administrator whose employment is terminated or who otherwise is no longer eligible to use the Platform pursuant to this Agreement. You shall assist and cooperate with PredictionHealth in its provision of the Services by providing such information, documentation, access to personnel, access to systems, testing, and other efforts as reasonably requested by PredictionHealth from time to time.

- (h) Unless and until the parties have agreed in writing to implement and have implemented the requisite automated system interfaces for the exchange of relevant information between the your system(s) and the Platform (each, a “**System Interface**”), as agreed by the parties from time to time and at such intervals as the parties agree from time to time (but no less frequently than daily), you shall provide PredictionHealth remote access to the your system(s) as reasonably necessary for PredictionHealth to obtain patient appointment information, clinical data, patient records, other Platform Information, and to update such system(s) with the results of the documentation Services.

## **9. Consents and Authorizations.**

- (a) You shall be responsible for obtaining and maintaining all consents and authorizations of patients, licensors, vendors, personnel, or of any other third parties or government agencies, and otherwise for complying with all applicable local, state, national, and international laws, statutes, rules, regulations, ordinances and the like, including HIPAA and other privacy laws, as may be necessary, for (i) the transmission to PredictionHealth and PredictionHealth’s recording of audio from patient encounters (or refraining from utilizing the Services for patient encounters if any such consent or authorization has not been obtained or if doing so would violate any such applicable legal requirements); (ii) PredictionHealth’s use and disclosure of personal information and Confidential Information as permitted in this Agreement; (iii) PredictionHealth’s access to your system as permitted in this Agreement; and (iv) PredictionHealth to provide the Services in accordance with the terms of this Agreement.
- (b) PredictionHealth shall not be liable for any losses arising out of relating to your failure to comply with your responsibilities and obligations set forth in this Agreement. You shall indemnify, defend, and hold harmless PredictionHealth, our affiliates, employees, directors, officers, shareholders, members, partners, successors, assignees, licensees, co-branding partners, network referrals, agents, vendors, contractors and suppliers, and their respective directors, officers, and employees (the “Indemnified Parties”) from and against any claim, demand, causes of action, debt, loss, liability, penalty, fine, damage, award, settlement, claim, suit, proceeding, cost, and expense (including reasonable legal fees and disbursements and costs of investigation, litigation, expert witness fees, settlement, judgment, interest, and penalties (“Losses”) arising from or related to a claim of a third party with respect to a breach of your obligations under this Agreement, including, without limitation, your representations and warranties.
- (c) You acknowledge and agree that any form of consent or authorization provided by PredictionHealth for use with your patients, personnel, licensors or vendors, or any other





third parties is for your convenience only, is not legal advice on the part of PredictionHealth, and will be relied upon by you only to the extent so advised by your legal counsel.

## **10. Evaluation**

Services may be provided solely for evaluation and testing purposes, as indicated in an applicable Order Form, and in such case any such Services shall be licensed for your evaluation and testing purposes only. Any such use is at your own risk, and the Services do not qualify for maintenance. We may remove your User Content from the Services in our sole discretion. Upon termination of such evaluation services, you agree to pay for the Services in accordance with the applicable Order Form and your continued use of the Services constitutes your acceptance of the terms and conditions in this Agreement.

## **11. Charges; Taxes.**

- (a) Any Services that are provided to you for evaluation purposes in accordance with the above Section are free of charge.
- (b) Fees due under this Agreement are set forth in an applicable Order Form and you shall pay such fees as set forth in the Order Form.
- (c) You shall reimburse PredictionHealth, without mark-up, for all reasonable travel, subsistence, and other out-of-pocket expenses of PredictionHealth employees or contractors incurred in the provision of Services pursuant to this Agreement generally as incurred and in accordance with an applicable Order Form.
- (d) You shall pay all fees and expenses accruing under this Agreement to PredictionHealth by the date such amounts are payable (and promptly shall pay all such disputed amounts as thereafter are agreed or determined by a court of competent jurisdiction to be owing to PredictionHealth) in accordance with the payment terms set forth in an applicable Order Form.
- (e) You shall pay when due (and PredictionHealth at its discretion may collect and pay on your behalf) all taxes, levies, or assessments based on or in any way measured by this Agreement and the Services provided hereunder, excluding taxes based on PredictionHealth's net income, but including sales and use taxes and personal property taxes, if any; provided, however, that if you notify PredictionHealth in writing that you are exempt from paying applicable state, county, city, or other local sales or use taxes and delivers to PredictionHealth a copy of your tax exemption certificate or other evidence satisfactory to PredictionHealth demonstrating such exemption, PredictionHealth shall not collect and pay such taxes on your behalf except pursuant to an order from a court of competent jurisdiction or notice from such taxing authority. If you have notified PredictionHealth of such a tax exemption, you shall notify PredictionHealth promptly of any change in the status of such exemption.

## **12. Confidential Information.**

- (a) Except as otherwise may be permitted by this Agreement, including our Privacy Policy, neither party shall disclose any information of any type in any form that (i) is disclosed to or observed or obtained by the receiving party from the disclosing party (or from a person the receiving party knows or reasonably should assume has an obligation of confidence to the disclosing party) in the course of, or by virtue of, this Agreement and (ii) is designated as confidential or proprietary or is of a nature that the receiving party knew or reasonably should have known, under the circumstances, would be regarded by the disclosing party as confidential or proprietary (“Confidential information”), to any third party without the express prior written consent of the disclosing party; provided, however, that we may disclose appropriate portions of your Confidential Information to those employees, contractors, agents, service providers, subcontractors, and professional advisors having a substantial need to know the specific information in question in connection with our exercise of our rights or performance of our obligations under this Agreement.
- (b) This Section 12 shall not apply to information that (i) was in the receiving party’s possession or knowledge at the time of disclosure and that was not acquired directly or indirectly from the disclosing party, (ii) was disclosed to the receiving party by a third party not having an obligation of confidence of the information to any person or body of which the receiving party knew or which, under the circumstances, the receiving party reasonably should have assumed to exist, or (iii) is or, other than by the act or omission of the receiving party, becomes a part of the public domain not under seal by a court of competent jurisdiction.
- (c) The receiving party possessing Confidential Information of the disclosing party will maintain all such Confidential Information under secure conditions, using reasonable security measures and in any event not less than the same security procedures used by the receiving party for the protection of its own Confidential Information of a similar kind.
- (d) If the receiving party is ordered by a court, administrative agency, or other governmental body of competent jurisdiction to disclose Confidential Information then the receiving party will not be liable to the disclosing party for disclosure of Confidential Information required by such order if the receiving party notifies the disclosing party thereof immediately, does not oppose a motion or similar request by the disclosing party for an order protecting the confidentiality of the Confidential Information, and exercises reasonable efforts to obtain appropriate assurance that confidential treatment will be accorded the Confidential Information so disclosed.
- (e) Non-Use Obligation. Except as expressly authorized in this Agreement, including our Privacy Policy, during the term of this Agreement and forever thereafter (or for such shorter period as may be imposed by applicable law), the receiving party shall not use any Confidential Information of the disclosing party, except at the request of and for the benefit of the disclosing party, without the express prior written consent of the disclosing party. Except to the extent retention is otherwise permitted under this Agreement or required for compliance with applicable law, promptly upon the expiration or any termination of this Agreement, the



receiving party shall turn over to the disclosing party or destroy any embodiments of any Confidential Information of the disclosing party.

### **13. Representations and Warranties; Disclaimers**

- (a) During the term of this Agreement, PredictionHealth warrants that it will perform the Services in a workmanlike manner using duly qualified and experienced personnel. Your sole remedy and PredictionHealth's sole liability and obligation for breach of the foregoing warranty shall be for PredictionHealth, at its election, to either re-perform such Services or to provide a pro-rata refund of any fees paid by you to PredictionHealth with respect thereto.
- (b) While we try to maintain the timeliness, integrity and security of the Services, we do not guarantee that the Services is or will remain updated, complete, correct or secure, or that access to the Services will be uninterrupted. The Services may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Services. If you become aware of any such alteration, contact us at [info@predictionhealth.com](mailto:info@predictionhealth.com) with a description of such alteration and its location on the Services.
- (c) YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE EXPRESS WARRANTIES AND EXPRESS REPRESENTATIONS OF PREDICTIONHEALTH SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND PREDICTIONHEALTH DISCLAIMS, ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SERVICES OR ANY PART OF THE FOREGOING, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT PREDICTIONHEALTH KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR OTHERWISE IS IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING, OR OTHERWISE. WE DO NOT WARRANT THAT THE SERVICES WILL BE AVAILABLE OR OPERATE IN AN UNINTERRUPTED, DELAY OR ERROR-FREE MANNER (INCLUDING, WITHOUT LIMITATION, ANY ERRORS, DELAY OR INTERRUPTIONS DUE TO PROBLEMS WITH COMMUNICATION LINES OR SYSTEMS, ACTS OF GOD OR FAILURE OF A TELECOMMUNICATIONS SERVICE PROVIDER TO PROVIDE CONNECTIVITY), OR THAT ERRORS OR DEFECTS WILL BE CORRECTED, OR THAT THE SERVER THAT MAKES SERVICES AVAILABLE ARE FREE FROM ANY HARMFUL COMPONENTS, INCLUDING VIRUSES. PREDICTIONHEALTH EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON.
- (d) THE SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. YOU ACKNOWLEDGES AND AGREES THAT PREDICTIONHEALTH DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA

OR SOFTWARE; OR (II) UN-AUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO, AND DAMAGE, YOUR CONFIDENTIAL INFORMATION, INCLUDING PERSONAL INFORMATION, WEBSITES, COMPUTERS, OR NETWORKS. PREDICTIONHEALTH WILL NOT BE RESPONSIBLE FOR THOSE ACTIVITIES.

- (e) THE SERVICES, INCLUDING THE PLATFORM ARE TOOLS THAT ARE INTENDED TO HELP OUR CUSTOMER'S PRACTICES RUN MORE EFFICIENTLY BY AUTOMATING CERTAIN DATA ANALYSIS TASKS AND ASSISTING WITH COMPLIANCE AND OTHER ANALYSIS-RELATED DECISIONS. HOWEVER, YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES, INCLUDING THE PLATFORM ARE NOT COMPLIANCE ANALYSIS DECISION-MAKING TOOLS AND SHOULD NOT BE USED WITHOUT QUALIFIED AND APPROPRIATE REVIEW OF CLIENT USERS, BY YOU AND NOT PREDICTIONHEALTH, FOR COMPLIANCE WITH APPLICABLE LAWS AND THIRD PARTY PAYOR REQUIREMENTS, INCLUDING WITHOUT LIMITATION WITH REGARD TO CODING AND BILLING.
- (f) NO INFORMATION, SUGGESTION, ADVICE OR COMMUNICATION (WHETHER ARTIFICIAL INTELLIGENCE GENERATED OR OTHERWISE) OBTAINED THROUGH THE SERVICES, INCLUDING THE CHATBOX FEATURE, OR AFFIRMATION BY US, BY WORDS OR ACTIONS, SHALL CONSTITUTE MEDICAL ADVICE. THE SERVICES DO NOT CONTAIN OR PROVIDE MEDICAL ADVICE AND THE CONTENT OF THE SERVICES IS NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. RELIANCE ON ANY CONTENT OF THE SERVICES IS SOLELY AT YOUR OWN RISK. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY TREATMENTS, PROCEDURES, INFORMATION, MEDICATIONS, MEDICAL DEVICE OR OTHER PRODUCTS OR ANY OTHER INFORMATION REFERENCED IN THE SERVICES OR OBTAINED THROUGH USE OF THE SERVICES ARE NOT INTENDED AS A RECOMMENDATION OR ENDORSEMENT OF ANY COURSE OF TREATMENT, PROCEDURE, INFORMATION, MEDICATION, MEDICAL DEVICE, OR PRODUCT AND THAT THE ULTIMATE RESPONSIBILITY FOR DIAGNOSING AND TREATING PATIENTS RESTS WITH YOU AS THE MEDICAL PROVIDER. PREDICTIONHEALTH IS NOT A MEDICAL PROVIDER.
- (g) THE SERVICES, INCLUDING THE PLATFORM, DO NOT CONSTITUTE CLINICAL DECISION SUPPORT SOFTWARE AND HAVE NOT BEEN REVIEWED OR APPROVED BY THE FOOD & DRUG ADMINISTRATION OR OTHER GOVERNMENTAL AUTHORITY FOR SUCH OR OTHER USE.

#### **14. Indemnification.**

To the fullest extent permitted under applicable law, you agree to indemnify, hold harmless, and, at our request, to defend the Indemnified Parties, and their respective successors and assigns, from and against any and all Losses to the extent that such action is based on, arises out of, or relates to (a) your use of (or inability to use), or activities in connection with, the Services and any aspect of the Platform; (b) any violation or alleged

violation of this Agreement by you; or (c) any other activities of yours accomplished using the Services.

**15. Limitation of Liability.**

- (a) YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE INDEMNIFIED PARTIES WILL NOT BE LIABLE TO YOU (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM YOUR RIGHTS) UNDER ANY CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM YOUR RIGHTS) FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST PROFITS, GOODWILL, USE, LOSS OF OR DAMAGE TO DATA, LOSS OF BUSINESS, OR OTHER ECONOMIC DAMAGE, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR OTHER INTANGIBLE LOSSES), WHETHER ARISING IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, SHOULD HAVE ANTICIPATED, OR IN FACT KNEW OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE USE OF THE SERVICES OR ANY ASPECT OF THE PLATFORM. IN NO EVENT SHALL THE INDEMNIFIED PARTIES BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY ANYONE. THE PROVISIONS OF THIS PARAGRAPH ARE INDEPENDENT OF, SEVERABLE FROM, AND TO BE ENFORCED INDEPENDENTLY OF ANY OTHER ENFORCEABLE OR UNENFORCEABLE PROVISION OF THIS AGREEMENT.
- (b) IN NO EVENT SHALL THE INDEMNIFIED PARTIES' AGGREGATE LIABILITY TO YOU (INCLUDING LIABILITY TO ANY PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY OR THROUGH YOU), FOR ANY REASON AND UPON ANY CAUSE OF ACTION ARISING FROM OR RELATED TO THE SERVICES OR THE SUBJECT MATTER OF THIS AGREEMENT, IN CONTRACT, STRICT LIABILITY WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL EXCEED THE GREATER OF (I) THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE ACT GIVING RISE TO SUCH CLAIM OR (II) ACTUALLY INCURRED UP TO 100 HUNDRED US DOLLARS (\$100). THESE LIMITATIONS OF LIABILITY SHALL APPLY EVEN IF A LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE PROVISIONS OF THIS PARAGRAPH ARE INDEPENDENT OF, SEVERABLE FROM, AND TO BE ENFORCED INDEPENDENTLY OF ANY OTHER ENFORCEABLE OR UNENFORCEABLE PROVISION OF THIS AGREEMENT.
- (c) NOTWITHSTANDING THE FOREGOING, DURING ANY PILOT TERM, IN NO EVENT SHALL THE INDEMNIFIED PARTIES BE LIABLE TO YOU UNDER THIS AGREEMENT (INCLUDING LIABILITY TO ANY PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS

CLAIMED BY OR THROUGH YOU), REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, FOR ANY: (I) INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, REGARD-LESS OF WHETHER THE INDEMNIFIED PARTIES HAVE BEEN MADE AWARE OF THEIR POSSIBILITY; (II) LOST PROFITS, LOSS OF DATA OR BUSINESS INTERRUPTION LOSSES; AND/OR (III) DIRECT DAMAGES IN AN AMOUNT IN EXCESS OF ONE HUNDRED US DOLLARS (\$100).

- (d) THE LIMITATION OF LIABILITY HEREIN APPLIES TO ALL LIABILITIES IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM YOUR USE OR YOUR INABILITY TO USE THE SERVICES, OR FROM ANY PRODUCTS OR THIRD PARTY MATERIALS, INCLUDING FROM ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH, OR ANY OTHER MATTER ARISING FROM OR RELATING TO THE SERVICES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

#### **16. Termination; Suspension; Disposition of Your Data.**

- (a) This Agreement is effective until terminated. You may terminate this Agreement if there are no outstanding Order Forms upon thirty (30) days prior written notice that you no longer wish to use our Services or requesting your account be de-activated; provided however that all Order Forms existing at the time of such termination of this Agreement shall remain in effect and shall be performed in accordance with and subject to the terms and conditions of this Agreement (all of which shall survive with respect to such Order Forms) until expiration or termination of such Order Forms pursuant to this Agreement or the terms thereof. Termination of the Agreement will not release you from your obligation to make payment of all amounts due and payable through the effective date of termination. Upon termination of the Agreement for any reason, you must immediately pay all fees due and owing to PredictionHealth through the effective date of termination. We may terminate this Agreement or terminate or suspend your use of the Platform or Services at any time and without prior notice, for any or no reason, including if we believe that you have violated or acted inconsistently with the letter or spirit of this Agreement. Upon any such termination or suspension, your right to use the Services will immediately cease, and we may, without liability to you or any third party, immediately deactivate or delete your user name, password and account, and all associated materials, without any obligation to provide any further access to such materials.
- (b) Without limiting any other remedies available to PredictionHealth, upon notice to Client, PredictionHealth may suspend the provision of Services under this Agreement and/or your access to the Platform during any period in which you are delinquent in payment of any amount due under this Agreement or you are otherwise in uncured material breach of any provision of the Agreement. No such suspension shall relieve you of any obligation under this Agreement, including payment of fees accrued during such period of suspension.



- (c) Upon your written request, promptly following the expiration or any termination of this Agreement, PredictionHealth shall promptly deliver to you a copy of your data or personal information in a mutually-agreed electronic format. PredictionHealth shall bill you at our then standard hourly rate (or, if none, a reasonable rate) for such work and you shall pay such invoice promptly upon receipt of your data or personal information. Your failure to so request a copy of any of your data within such time shall be deemed a request by you for PredictionHealth to destroy such data. Promptly after PredictionHealth's delivery of such copy of your data, or upon such a deemed request, PredictionHealth shall destroy your data; provided, however, that to the extent PredictionHealth is required by applicable law or legal process to retain any portion of your data, or to the extent that destruction of any of your data is infeasible, PredictionHealth shall retain such data as though it were our confidential information for such time as is required by such law or process or until destruction is no longer infeasible, after which PredictionHealth promptly shall destroy your data.
- (d) Any provision of this Agreement which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of this Agreement, will survive the termination or expiration of this Agreement and continue in full force and effect thereafter.

## **17. Contact Us.**

If you have a question or complaint regarding the Services or this Agreement, please contact us by e-mail to [support@predictionhealth.com](mailto:support@predictionhealth.com). You may also contact us in writing by mail at 1000 Maxwell Lane, Suite 700, Hoboken, NJ 07030, Attn: PredictionHealth. Please note that e-mail and chat communications will not necessarily be secure; accordingly you should not include personal information in your e-mail correspondence with us.

## **18. Other Provisions.**

- (a) Nature of Relationship. PredictionHealth shall provide all Services under this Agreement as an independent contractor to you. Nothing contained herein shall be deemed to create any agency, partnership, joint venture, or other relationship between the parties or any of their affiliates, and neither party shall have the right, power, or authority under this Agreement to create any duty or obligation on behalf of the other party.
- (b) Force Majeure. Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure (i) arises, directly or indirectly, out of causes reasonably beyond the direct control of such party and not due to such party's own fault or negligence or that of its contractors or representatives or other persons acting on its behalf and (ii) cannot be overcome by the exercise of due diligence and reasonably could not have been prevented through commercially reasonable measures, including acts of God, acts of terrorists or criminals, acts of domestic or foreign governments, change in any law or regulation, fires, floods, explosions, epidemics, disruptions in communications, power, or other utilities, strikes or other labor problems, riots, or unavailability of supplies.



- (c) Marketing. PredictionHealth shall not display or use your logos, trademarks, service marks, or other indicia of origin without your prior written consent (which may be given in email) in your sole discretion, and any such consent may be revoked at any time upon reasonable advanced written notice from you to PredictionHealth; provided, however, that PredictionHealth may identify you as a PredictionHealth client in its marketing materials and advertisements, on its website, Platform, and in presentations. PredictionHealth shall not acquire any intellectual property rights in any such logos, trademarks, service marks, or other indicia of origin.
- (d) Notices. Notices permitted or required under this Agreement, including those regarding changes to this Agreement, shall be in writing and shall be given: (i) by personal delivery (in which case notice shall be deemed given upon such personal delivery), (ii) by certified or registered mail (in which case notice shall be deemed given on the third business day after deposit with adequate postage), (iii) with next-business-day instruction by a recognized courier service (in which case notice shall be deemed given on the next business day), or (iv) if to you, by posting to the Platform (in which case notice shall be deemed given on the date “Last Modified” above). Such notices shall be sent to you at the address shown on an applicable Order Form and to PredictionHealth at Attn: COO, PredictionHealth, 1000 Maxwell Lane, Suite 700, Hoboken, NJ 07030 with a copy to notices@promptemr.com. All notices to PredictionHealth under this Agreement must be provided to the mailing address and email address provided above in order to constitute valid notice under this Agreement. Either party may change its address for purposes of notice by notice thereof to the other party as provided herein.
- (e) Assignment. You may not transfer, sublicense, or assign any or all of your rights and/or delegate any or all of your obligations under this Agreement without our express prior written consent, which may be granted or withheld in our sole discretion. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. Any purported transfer or assignment by a party of any right under this Agreement otherwise than in accordance with the provisions of this paragraph shall be null and void and a breach of this Agreement.
- (f) Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties and their successors and assigns permitted by this Agreement.
- (g) Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to its conflicts of laws principles), and venue for all disputes in respect of or arising out of this Agreement or the transactions contemplated hereby shall be exclusively in the federal or state courts of record sitting in Hudson County, New Jersey. The parties expressly consent to the jurisdiction and venue of such courts and waive any claim that any such court is or would be an inconvenient forum.
- (h) Jury Trial Waiver. THE PARTIES SPECIFICALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY COURT WITH RESPECT TO ANY CONTRACTUAL, TORTIOUS, OR STATUTORY CLAIM, COUNTERCLAIM, OR CROSS-CLAIM AGAINST THE OTHER ARISING OUT OF OR CONNECTED IN ANY WAY TO THIS AGREEMENT OR THE

SERVICES BECAUSE THE PARTIES HERETO, BOTH OF WHICH HAVE HAD AN OPPORTUNITY TO CONFER WITH COUNSEL, BELIEVE THAT THE COMPLEX COMMERCIAL AND PROFESSIONAL ASPECTS OF THEIR DEALINGS WITH ONE ANOTHER MAKE A JURY DETERMINATION NEITHER DESIRABLE NOR APPROPRIATE.

- (i) Injunctive Relief. Each party acknowledges that any violation of its covenants in this Agreement relating to the other party's Confidential Information and intellectual property would result in damage to such party that is largely intangible but nonetheless real and that is incapable of complete remedy by an award of damages. Accordingly, any such violation shall give such party the right to a court-ordered injunction or other appropriate order to enforce specifically those covenants without bond and without prejudice to any other rights or remedies to which such party may be entitled as a result of a breach of this Agreement.
- (j) Attorney Fees. If litigation or other action is commenced by a party to enforce this Agreement or between the parties concerning any dispute arising out of or relating to this Agreement, the prevailing party will be entitled, in addition to any other award that may be made, to recover all court costs and other official costs and all reasonable expenses associated with the litigation or other action, including reasonable fees and expenses of counsel.
- (k) Severability. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, the parties will be relieved of all obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable, or void, it being the intent and agreement of the parties that this Agreement will be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefore another provision that is legal and enforceable and achieves the same objective. If such illegal, unenforceable, or void provision does not relate to the payments to be made to PredictionHealth under this Agreement and if the remainder of this Agreement will not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected will be enforced to the extent permitted by applicable law.
- (l) Amendment and Waiver. No provision of this Agreement will be deemed waived, amended, or modified by PredictionHealth unless such waiver, amendment, or modification is in writing and signed by PredictionHealth. Any such amendment or modification will be binding with or without tender of consideration. Notwithstanding the foregoing, PredictionHealth may modify or amend this Agreement by updating this page. Your continued use of our Services constitutes your acceptance of those changes. Please visit this Agreement regularly to read the current version. Our failure at any time to require performance by you of any provision of this Agreement shall in no way affect our right to require performance of that provision. A waiver by PredictionHealth of any of the covenants, conditions, or agreements to be performed by you or any breach thereof will not be construed to be a waiver of any succeeding breach or of any other covenant, condition, or agreement under this Agreement.
- (m) Entire Agreement. This Agreement, including any terms and conditions incorporated herein, constitutes the entire agreement between you and us concerning the subject matter hereof,



and governs your use of the Services and supersedes any and all prior or contemporaneous oral and written representations, inducements, promises, communications, understandings, or agreements relating to the subject matter hereof but this Agreement may be supplemented by any other agreement you enter into with us pursuant to a registration to access certain features of the Platform, including, the Privacy Policy, an applicable Order Form, Additional Terms, and any business associate agreement. Neither the course of conduct between the parties nor trade practices shall act to modify this Agreement.

- (n) No Third Party Beneficiaries. This Agreement is not intended to confer, nor shall any provision hereof be interpreted to confer, upon any person other than the parties and the respective successors or permitted assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.
- (o) Interpretation. The division of this Agreement into articles, sections, and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement. Unless the context otherwise requires, (i) references to any party to this Agreement include references to such party's successors and permitted assigns, (ii) references to "person" include references to any individual, corporation, limited liability company, partnership, company, firm, association, joint venture, trust, governmental body, or other entity, (iii) any of the terms defined herein may be used in the singular or the plural depending on the reference, (iv) a masculine, feminine, or neuter pronoun includes the other genders as appropriate in the context, and (v) the term "including" means "including without limitation" unless otherwise expressly indicated in a given instance.