

## TERMS OF SERVICE

Last revised on March 20, 2024.

Welcome to the Terms of Service (these "Terms") for AI Assistant Product, operated on behalf of LFG Labs ("Company", "we", "us"). Our AI Assistant Product and any content, tools, features, and functionality offered on or through our product from time to time are collectively referred to as the "Services".

These Terms govern your access to and use of the Services. Please read these Terms carefully, as they include important information about your legal rights. By accessing and/or using the Services, you are agreeing to these Terms. If you do not understand or agree to these Terms, please do not use the Services.

For purposes of these Terms, "you" and "your" means you as the user of the Services. If you use the Services on behalf of a company or other entity then "you" includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) you agree to these Terms on the entity's behalf.

SECTION 10 CONTAINS AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER. BY AGREEING TO THESE TERMS, YOU AGREE (A) TO RESOLVE ALL DISPUTES (WITH LIMITED EXCEPTIONS) RELATED TO THE COMPANY'S SERVICES AND/OR PRODUCTS THROUGH BINDING INDIVIDUAL ARBITRATION, WHICH MEANS THAT YOU WAIVE ANY RIGHT TO HAVE THOSE DISPUTES DECIDED BY A JUDGE OR JURY; AND (B) TO WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR REPRESENTATIVE ACTIONS, AS SET FORTH BELOW. YOU HAVE THE RIGHT TO OPT-OUT OF THE ARBITRATION CLAUSE AND THE CLASS ACTION WAIVER AS EXPLAINED IN SECTION 10.

### Acceptance of Terms of Service

The Services are offered subject to acceptance without modification of these Terms and all other operating rules, policies and procedures that may be published from time to time in connection with the Services by LFG Labs. In addition, certain functionality offered through the Services may be subject to additional terms and conditions promulgated by LFG Labs from time to time; your use of such functionality is subject to those additional terms and conditions, which are incorporated into these Terms by this reference.

LFG Labs may, in its sole discretion, refuse to offer the Services to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Services is revoked in such jurisdictions.

## Compliance with Health Regulations

By using the Services, you acknowledge and agree that you are responsible for compliance with any applicable local, state, federal, and international laws, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA), related to the use of PHI through the Services.

## PHI and Confidentiality

You agree to maintain the confidentiality of any PHI accessed or transmitted through the Services in accordance with HIPAA and applicable laws. You warrant that you will implement appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by these Terms and the Services.

## Who May Use the Services

You must be 18 years of age or older and to use the Services. By using the Services, you represent and warrant that you meet these requirements.

## Data Collection and Use

By using the Services, you agree to the collection, processing, and analysis of audio recordings from clinician-patient conversations and dictations. The Services utilize advanced artificial intelligence technology to listen to these conversations, produce accurate transcripts, and subsequently create clinical notes.

The purpose of collecting this data is to enhance the efficiency of clinical documentation, support healthcare providers in delivering patient care, and improve overall healthcare outcomes. All collected data, including transcripts and clinical notes, will be used strictly within the scope of providing and improving the Services.

## Patient Consent

Users are responsible for obtaining the necessary consent from patients prior to using the Services within clinical sessions. Users must ensure compliance with all applicable laws and regulations regarding patient confidentiality and data protection, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) in the United States.

## Account Creation and Login Credentials

### Account Creation

Each user is required to create their own account to access and use the services provided by the Company. Account creation must be completed by providing a valid email address, which will be used as the primary method for communication and account recovery. By creating an

account, you agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete. The Company reserves the right to suspend or terminate accounts that are suspected of being fraudulent, deceptive, or engaging in prohibited activities as outlined in our Terms of Service.

#### Login Credentials

Users are responsible for maintaining the confidentiality of their login credentials. LFG Labs Inc. will not be liable for any loss or damage arising from your failure to comply with this security obligation. Users are advised not to share their login credentials with anyone.

#### Account Security

Users are responsible for any and all activities that occur under their account. To maintain the security of your account, you are advised to log out at the end of each session. If you suspect or become aware of any unauthorized use of your account or any other breach of security, you must immediately notify LFG Labs Inc. by contacting our support team at [security@bluenotehealth.com](mailto:security@bluenotehealth.com). It is your responsibility to ensure that your account and its credentials are kept secure. Failure to maintain the security of your account may result in its suspension or termination.

#### Support for Login Issues

If you encounter any issues with your login credentials or account access, please contact our support team immediately at [help@bluenotehealth.com](mailto:help@bluenotehealth.com). Our team is available to assist with account recovery and to provide guidance on maintaining the security of your account.

#### Rights We Grant You

**Right to Use Services.** Subject to these Terms, we grant you a limited, non-exclusive right to use the Services for your business use in connection with healthcare provider operations. You may access, display, and, where applicable, create derivative works from the Services strictly in accordance with these Terms. Your access and use of the Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Services or other actions that the Company, in its sole discretion, may elect to take.

**Restrictions On Your Use of the Services.** You may not do any of the following in connection with your use of the Services, unless applicable laws or regulations prohibit these restrictions or you have our written permission to do so:

- decompile, reverse engineer, disassemble or decode the Services (including any underlying idea or algorithm), or attempt to do any of the same;
- use, reproduce or remove any copyright, trademark, service mark, trade name, slogan, logo, or other proprietary notation displayed on or through the Services;

- use cheats, automation software (bots), hacks, modifications (mods) or any other unauthorized third-party software designed to modify the Services;
- access or use the Services in any manner that could disable, overburden, damage, disrupt or impair the Services or interfere with any other party's access to or use of the Services or use any device, software or routine that causes the same;
- attempt to gain unauthorized access to, interfere with, damage or disrupt the Services or the computer systems or networks connected to the Services;
- circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Services;
- use any robot, spider, crawlers, scraper, or other automatic device, process, software or queries that intercepts, "mines," scrapes, extracts, or otherwise accesses the Services to monitor, extract, copy or collect information or data from or through the Services, or engage in any manual process to do the same;
- introduce any viruses, trojan horses, worms, logic bombs or other materials that are malicious or technologically harmful into our systems;
- submit, transmit, display, perform, post or store any content that is inaccurate, unlawful, defamatory, obscene, lewd, lascivious, filthy, excessively violent, pornographic, invasive of privacy or publicity rights, harassing, threatening, abusive, inflammatory, harmful, hateful, cruel or insensitive, deceptive, or otherwise objectionable, use the Services for illegal, harassing, bullying, unethical or disruptive purposes, or otherwise use the Services in a manner that is obscene, lewd, lascivious, filthy, excessively violent, harassing, harmful, hateful, cruel or insensitive, deceptive, threatening, abusive, inflammatory, pornographic, inciting, organizing, promoting or facilitating violence or criminal or harmful activities, defamatory, obscene or otherwise objectionable;
- violate any applicable law or regulation in connection with your access to or use of the Services; or
- access or use the Services in any way not expressly permitted by these Terms.

## Ownership

Ownership of the Services. The Services, including their "look and feel" (e.g., text, graphics, images, logos), proprietary content, information and other materials, are protected under copyright, trademark and other intellectual property laws. You agree that the Company and/or its licensors own all right, title and interest in and to the Services (including any and all intellectual property rights therein) and you agree not to take any action(s) inconsistent with such ownership interests. We and our licensors reserve all rights in connection with the Services and its content, including, without limitation, the exclusive right to create derivative works.

Ownership of Trademarks. The Company's name and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. Other names, logos, product and service names, designs and slogans that appear on the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

Ownership of Feedback. We welcome feedback, comments and suggestions for improvements to the Services (“Feedback”). You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title or interest in the Services or in any such Feedback. All Feedback becomes the sole and exclusive property of the Company, and the Company may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to the Company any and all right, title and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback.

### Your Content, De-identified Data, and Privacy

Your Content License Grant. In connection with your use of the Services, you may be able to post, upload, create, or submit content to be made available through the Services, including any patient recordings that are recordings of sessions between you and patients, your own recordings, and clinical notes created using the Services (collectively, “Your Content”). In order to operate the Service, we must obtain from you certain license rights in Your Content so that actions we take in operating the Services are not considered legal violations. Accordingly, by using the Services and uploading Your Content, you grant us a license to access, use, host, cache, store, reproduce, transmit, display, publish, distribute, and modify (for technical purposes, e.g., making sure content is viewable on smartphones as well as computers and other devices) Your Content but solely as required to be able to operate and provide the Services. You agree that these rights and licenses are royalty-free, transferable, sub-licensable, worldwide and irrevocable, and include a right for us to make Your Content available to, and pass these rights along to, others with whom we have contractual relationships related to the provision of the Services, solely for the purpose of providing such Services, and to otherwise permit access to or disclose Your Content to third parties if we determine such access is necessary to comply with our legal obligations. To the fullest extent permitted by applicable law, the Company reserves the right, and has absolute discretion, to remove, screen, edit, or delete any of Your Content at any time, for any reason, and without notice. By posting or submitting Your Content through the Services, you represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for Your Content. You agree that Your Content will not contain material subject to copyright or other proprietary rights, unless you have the necessary permission or are otherwise legally entitled to post the material and to grant us the license described above. The licenses set forth in this Section 5.5 expressly survive any termination of these Terms.

PHI Processing. Any PHI within Your Content will be processed in accordance with the Business Associate Agreement (BAA) attached to these Terms of Service. You bear sole responsibility for the accuracy, legality, and quality of Your Content. In the event of any conflict between this Agreement and the BAA, the terms of the BAA will prevail regarding PHI processing. By providing Your Content, you agree to be legally bound by the terms and conditions of

the BAA, which is made part of this Agreement.

#### De-identified Data and Content

The Company reserves the right to use Your Content in a de-identified form, including the amalgamation of such data with your user ID, for customizing and improving the Services. Furthermore, we may use and allow third-party service providers to access Your Content in an anonymous and aggregated form (“De-identified Data and Content”) for the purposes of improving our products and services. This De-identified Data and Content, which does not personally identify any individual, may be collected, used, published, and otherwise exploited by us or transferred to third parties.

#### Data and Content Retention

To ensure uninterrupted service, we retain and store data and Your Content provided by or generated for users as needed for the continuous provision of the Services. Our data retention practices are designed with privacy in mind, adhering to applicable data protection laws and employing robust security measures to safeguard your information.

**Retention Period:** Data and content are retained only as long as necessary to provide our services and as required by applicable law.

**Secure Storage:** We use industry-standard security measures to protect your data against unauthorized access or disclosure.

**Disposal:** When data is no longer needed for service provision or as required by law, it is securely deleted or anonymized.

This policy supports our commitment to providing reliable services while respecting user privacy and data protection obligations.

#### Payment

Payments for the Services are accepted online and processed by a third-party payment processor. We reserve the right to adjust pricing at any time, with changes becoming effective immediately or at the start of the next billing cycle, depending on the service. Users wishing to request a refund for any reason must submit their request promptly to [help@bluenotehealth.com](mailto:help@bluenotehealth.com), and such requests will be considered on a case-by-case basis. No refunds or credits will be provided for partial subscription periods or unused services, except as required by law. By using the Services, you agree to these payment terms, including any associated risks in transmitting personal information online for payment processing.

## Third Party Services and Materials

Certain Services may display, include or make available content, data, information, applications or materials from third parties (“Third Party Materials”) or provide links to certain third party websites. By using the Services, you acknowledge and agree that the Company is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or websites. We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party services, Third Party Materials or third-party websites, or for any other materials, products, or services of third parties. Third Party Materials and links to other websites are provided solely as a convenience to you.

## Disclaimers

Your access to and use of the Services are at your own risk. You understand and agree that the Services are provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, the Company, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners and licensors (the “the Company Entities”) DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. The Company Entities make no warranty or representation and disclaim all responsibility and liability for: (a) the completeness, accuracy, availability, timeliness, security or reliability of the Services; (b) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services; (c) the operation or compatibility with any other application or any particular system or device; (d) whether the Services will meet your requirements or be available on an uninterrupted, secure or error-free basis; and (e) the deletion of, or the failure to store or transmit, Your Content and other communications maintained by the Services. No advice or information, whether oral or written, obtained from the Company Entities or through the Services, will create any warranty or representation not expressly made herein.

While we strive for accuracy and dependability in our service, the Company does not guarantee that the transcripts and clinical notes produced will be error-free. The accuracy of outputs can be affected by various factors, including but not limited to, the quality of the audio recording, the clarity of speech, and technical limitations. Users acknowledge and agree that the Company shall not be responsible or liable for any errors or inaccuracies in the transcripts or clinical notes generated by our service, nor for any decisions, medical or otherwise, made by users on the basis of such content. It is the user's responsibility to review and verify the accuracy of the content produced before relying on it for medical diagnosis, treatment decisions, or any other purposes. By using the Services, users agree to release and hold harmless the Company from any liability, claims, damages, or expenses that may arise from the use of, or reliance on, the accuracy of the transcripts or clinical notes generated by our platform.

THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING THE STATE OF NEW JERSEY, DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES AS SET FORTH IN SECTION 8 BELOW. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

THE COMPANY ENTITIES TAKE NO RESPONSIBILITY AND ASSUME NO LIABILITY FOR ANY CONTENT THAT YOU, ANOTHER USER, OR A THIRD PARTY CREATES, UPLOADS, POSTS, SENDS, RECEIVES, OR STORES ON OR THROUGH OUR SERVICES.

YOU UNDERSTAND AND AGREE THAT YOU MAY BE EXPOSED TO CONTENT THAT MIGHT BE OFFENSIVE, ILLEGAL, MISLEADING, OR OTHERWISE INAPPROPRIATE, NONE OF WHICH THE COMPANY ENTITIES WILL BE RESPONSIBLE FOR.

#### Limitations of Liability

TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE COMPANY ENTITIES BE LIABLE (A) FOR DAMAGES OF ANY KIND, INCLUDING INDIRECT SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE SERVICES OR THESE TERMS AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF THE COMPANY ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (B) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE DELIVERY, USE OR PERFORMANCE OF THE SERVICES. THE COMPANY ENTITIES' TOTAL LIABILITY TO YOU FOR ANY DAMAGES FINALLY AWARDED SHALL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100.00), OR THE AMOUNT YOU PAID THE COMPANY ENTITIES, IF ANY, IN THE PAST SIX (6) MONTHS FOR THE SERVICES (OR OFFERINGS PURCHASED ON THE SERVICES) GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

#### Indemnification

By entering into these Terms and accessing or using the Services, you agree that you shall defend, indemnify and hold the Company Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by the Company Entities arising out of or in connection with: (a) your violation or breach of any



term of these Terms or any applicable law or regulation; (b) your violation of any rights of any third party; (c) your misuse of the Services; (d) Your Content, or (e) your negligence or willful misconduct. If you are obligated to indemnify any Company Entity hereunder, then you agree that Company (or, at its discretion, the applicable Company Entity) will have the right, in its sole discretion, to control any action or proceeding and to determine whether Company wishes to settle, and if so, on what terms, and you agree to fully cooperate with Company in the defense or settlement of such claim.

## ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

**Informal Process First.** You and the Company agree that in the event of any dispute between you and the Company Entities, either party will first contact the other party and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation, any court action, after first allowing the receiving party 30 days in which to respond. Both you and the Company agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

**Arbitration Agreement and Class Action Waiver.** After the informal dispute resolution process, any remaining dispute, controversy, or claim (each, a “Claim”) relating in any way to the Company’s services and/or products, including the Services, and any use or access or lack of access thereto, will be resolved by arbitration, including threshold questions of arbitrability of the Claim. You and the Company agree that any Claim will be settled by final and binding arbitration, using the English language, administered by JAMS under its Comprehensive Arbitration Rules and Procedures (the “JAMS Rules”) then in effect (those rules are deemed to be incorporated by reference into this section, and as of the date of these Terms). Because your contract with the Company, these Terms, and this Arbitration Agreement concern interstate commerce, the Federal Arbitration Act (“FAA”) governs the arbitrability of all disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit. Arbitration will be handled by a sole arbitrator in accordance with the JAMS Rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under these Terms will take place on an individual basis – class arbitrations and class actions are not permitted. You understand that by agreeing to these Terms, you and the Company are each waiving the right to trial by jury or to participate in a class action or class arbitration.

**Exceptions.** Notwithstanding the foregoing, you and the Company agree that the following types of disputes will be resolved in a court of proper jurisdiction:

disputes or claims within the jurisdiction of a small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual dispute and not as a class, representative, or consolidated action or proceeding;  
disputes or claims where the sole form of relief sought is injunctive relief (including public injunctive relief); and  
intellectual property disputes.

**Costs of Arbitration.** Payment of all filing, administration, and arbitrator costs and expenses will be governed by the JAMS Rules, except that if you demonstrate that any such costs and expenses owed by you under those rules would be prohibitively more expensive than a court proceeding, the Company will pay the amount of any such costs and expenses that the arbitrator determines are necessary to prevent the arbitration from being prohibitively more expensive than a court proceeding (subject to possible reimbursement as set forth below).

Fees and costs may be awarded as provided pursuant to applicable law. If the arbitrator finds that either the substance of your claim or the relief sought in the demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the JAMS rules. In that case, you agree to reimburse the Company for all monies previously disbursed by it that are otherwise your obligation to pay under the applicable rules. If you prevail in the arbitration and are awarded an amount that is less than the last written settlement amount offered by the Company before the arbitrator was appointed, the Company will pay you the amount it offered in settlement. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

**Opt-Out.** You have the right to opt-out and not be bound by the arbitration provisions set forth in these Terms by sending written notice of your decision to opt-out to [contact@bluenotehealth.com](mailto:contact@bluenotehealth.com) or to the U.S. mailing address listed in the "How to Contact Us" section of these Terms. The notice must be sent to the Company within thirty (30) days of your first using the Services or agreeing to these Terms; otherwise you shall be bound to arbitrate disputes on a non-class basis in accordance with these Terms. If you opt out of only the arbitration provisions, and not also the class action waiver, the class action waiver still applies. You may not opt out of only the class action waiver and not also the arbitration provisions. If you opt-out of these arbitration provisions, the Company also will not be bound by them.

**WAIVER OF RIGHT TO BRING CLASS ACTION AND REPRESENTATIVE CLAIMS.** To the fullest extent permitted by applicable law, you and the Company each agree that any proceeding to resolve any dispute, claim, or controversy will be brought and conducted ONLY IN THE RESPECTIVE PARTY'S INDIVIDUAL CAPACITY AND NOT AS PART OF ANY CLASS (OR PURPORTED CLASS), CONSOLIDATED, MULTIPLE-PLAINTIFF, OR REPRESENTATIVE ACTION OR PROCEEDING ("CLASS ACTION"). You and the Company AGREE TO WAIVE THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION. You and the Company EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN A CLASS ACTION IN ANY FORUM. If the dispute is subject to arbitration, THE ARBITRATOR WILL NOT

HAVE THE AUTHORITY TO COMBINE OR AGGREGATE CLAIMS, CONDUCT A CLASS ACTION, OR MAKE AN AWARD TO ANY PERSON OR ENTITY NOT A PARTY TO THE ARBITRATION. Further, you and the Company agree that the ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS FOR MORE THAN ONE PERSON'S CLAIMS, AND IT MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS ACTION. For the avoidance of doubt, however, you can seek public injunctive relief to the extent authorized by law and consistent with the Exceptions clause above.

IF THIS CLASS ACTION WAIVER IS LIMITED, VOIDED, OR FOUND UNENFORCEABLE, THEN, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE, THE PARTIES' AGREEMENT TO ARBITRATE SHALL BE NULL AND VOID WITH RESPECT TO SUCH PROCEEDING SO LONG AS THE PROCEEDING IS PERMITTED TO PROCEED AS A CLASS ACTION. If a court decides that the limitations of this paragraph are deemed invalid or unenforceable, any putative class, private attorney general, or consolidated or representative action must be brought in a court of proper jurisdiction and not in arbitration.

#### Additional Provisions

**Updating These Terms.** We may modify these Terms from time to time in which case we will update the "Last Revised" date at the top of these Terms. If we make changes that are material, we will use reasonable efforts to attempt to notify you, such as by e-mail and/or by placing a prominent notice on the first page of the Website. However, it is your sole responsibility to review these Terms from time to time to view any such changes. The updated Terms will be effective as of the time of posting, or such later date as may be specified in the updated Terms. Your continued access or use of the Services after the modifications have become effective will be deemed your acceptance of the modified Terms. No amendment shall apply to a dispute for which an arbitration has been initiated prior to the applicable amendment becoming effective.

**Termination of License.** If you breach any of the provisions of these Terms, all licenses granted by the Company hereunder will terminate automatically. In addition, either party may terminate the Services for any reason and at any time upon written notice. We may also impose limits on certain features and services or restrict your access to parts or all of the Services at any time without notice or liability. All sections which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of these Terms by the Company or you. Termination will not limit any of the Company's other rights or remedies at law or in equity.

**Injunctive Relief.** You agree that a breach of these Terms will cause irreparable injury to the Company for which monetary damages would not be an adequate remedy and the Company shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.

**California Residents.** If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of

Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

**Export Laws.** You agree that you will not export or re-export, directly or indirectly, the Services and/or other information or materials provided by the Company hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. In particular, but without limitation, the Services may not be exported or re-exported (a) into any U.S. embargoed countries or any country that has been designated by the U.S. Government as a “terrorist supporting” country, or (b) to anyone listed on any U.S. Government list of prohibited or restricted parties, including the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person’s List or Entity List. By using the Services, you represent and warrant that you are not located in any such country or on any such list. You are responsible for and hereby agree to comply at your sole expense with all applicable United States export laws and regulations.

**Miscellaneous.** These Terms are the entire agreement between you and the Company with respect to the Services, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and the Company with respect to the Services. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms and the licenses granted hereunder may be assigned by the Company but may not be assigned by you without the prior express written consent of the Company. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. The Company shall not be liable for any failure to perform its obligations hereunder due to any cause beyond the Company’s reasonable control. The section headings used herein are for reference only and shall not be read to have any legal effect. The Services are operated by us in the United States. Those who choose to access the Services from locations outside the United States do so at their own initiative and are responsible for compliance with applicable local laws. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms and neither party has any authority of any kind to bind the other in any respect. Except as otherwise provided herein, all notices under these Terms will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or two days after it is sent, if sent for next day delivery by recognized overnight delivery service. These Terms are governed by the laws of the State of California, without regard to conflict of laws rules, and the proper venue for any disputes arising out of or relating to any of the same will be the arbitration venue set forth in Section 10, or if arbitration does not apply, then the state and federal courts located in San Francisco, California.

How to Contact Us. You may contact us regarding the Services or these Terms at: 548 Market St, PMB 93710, San Francisco, California 94104-5401 US or by e-mail at [contact@bluetehealth.com](mailto:contact@bluetehealth.com).

## BUSINESS ASSOCIATE AGREEMENT (BAA)

This Business Associate Agreement ("Agreement") is made effective upon electronic acceptance by the Covered Entity, by and between LFG Labs Inc. ("Business Associate") and the accepting Covered Entity ("Covered Entity").

WHEREAS, the Business Associate provides an AI Assistant Product that involves the use and disclosure of Protected Health Information (PHI);

WHEREAS, the Business Associate and the Covered Entity seek to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and related privacy and security regulations;

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth in this Agreement, the parties agree as follows:

### 1. Definitions

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Rules.

### 2. Obligations of Business Associate

The Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as required by law. The Business Associate agrees to use appropriate safeguards to prevent unauthorized use or disclosure of PHI, including implementing requirements of the HIPAA Security Rule with respect to PHI. The Business Associate agrees to report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement and any security incident of which it becomes aware.

### 3. Obligations of Covered Entity

Under this Agreement, the Covered Entity is obligated to ensure the protection of Protected Health Information (PHI) as detailed below, consistent with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying rules:

#### a. Safeguards for PHI Transmission

Prior to and during the transmission of PHI to the Business Associate, the Covered Entity must implement and maintain appropriate safeguards to protect the privacy and security of the PHI, adhering to the standards and requirements outlined by HIPAA and the HIPAA Rules. The responsibility for such safeguards remains with the Covered Entity until the PHI is securely received by the Business Associate.

#### b. Provision of Privacy Notices

The Covered Entity shall, upon the Business Associate's request, supply a copy of its Notice of Privacy Practices as outlined under 45 CFR § 164.520. This includes providing any amendments or revisions to the notice in a timely manner to enable the Business Associate to comply with its own obligations under HIPAA and this Agreement.

#### c. Notification of Changes in Permissions

Should there be any change or revocation in the permissions granted by an individual concerning the use or disclosure of their PHI, and if such changes impact the uses or disclosures the Business Associate is permitted or required to make, the Covered Entity must promptly notify the Business Associate of these changes.

#### d. Notification of Restrictions

The Covered Entity is responsible for informing the Business Associate of any restrictions on the use or disclosure of PHI that the Covered Entity has agreed to, in accordance with 45 CFR § 164.522. This notification must occur if the restrictions may affect the Business Associate's use or disclosure practices.

#### 4. Compliance and Cooperation

Both parties agree to work cooperatively to facilitate compliance with HIPAA and the HIPAA Rules, recognizing the importance of maintaining the confidentiality, privacy, and security of PHI throughout the duration of this Agreement.

#### 5. Business Associate's Agents and Subcontractors

The Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions and conditions that apply to the Business Associate.

#### 6. Permitted Uses and Disclosures

The Business Associate may only use or disclose PHI as necessary to perform the services set forth in this Agreement, as required in order to enhance quality of services offered, and as permitted or required by law.

The Business Associate shall have the right to de-identify any and all Protected Health Information (PHI) received under this Agreement, provided that the Business Associate implements a de-identification process that conforms to the requirements of section 45 C.F.R. § 164.514(a)-(c). This process is designed to ensure that any information from which individual

identities can be deduced is effectively and permanently removed, rendering the data de-identified according to federal standards.

Upon successful de-identification of PHI, such data shall be considered De-identified Data, which does not constitute PHI as defined under this Agreement and HIPAA regulations. As De-identified Data is no longer subject to HIPAA restrictions, the Business Associate may, at its discretion, use or disclose such De-identified Data to third parties without further obligation to the Covered Entity under the terms of this BAA. The Business Associate ensures that any use or disclosure of De-identified Data will be in compliance with applicable laws and regulations, and will not attempt to re-identify the data.

The Business Associate shall retain all right, title, and interest in and to any De-identified Data resulting from the de-identification process outlined herein. This includes, but is not limited to, the use of De-identified Data for analytical, research, or any other lawful purpose, subject to the conditions stated above regarding the use and disclosure of such data.

#### 7. Electronic Acceptance

By clicking "I agree to the Terms of service and BAA" or by using the Service, the Covered Entity agrees to the terms of this Agreement, which is legally binding.

#### 8. Interpretation

This Business Associate Agreement (BAA) is to be interpreted as broadly as necessary to ensure full implementation and compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules (collectively, "HIPAA Rules"), and any other applicable law relating to the security and privacy of Protected Health Information (PHI). In the event of any ambiguity or conflict within this BAA, such ambiguity shall be resolved in favor of a meaning that permits the Covered Entity and the Business Associate to fully comply with all provisions of the HIPAA Rules.

#### 9. Term and Termination

This Agreement commences upon the Covered Entity's electronic acceptance and will continue until terminated by either party with provisions for the return or destruction of PHI.

#### 10. Material Breach

Definition of Material Breach: For purposes of this Agreement, a "Material Breach" shall mean any breach by either party of its obligations under this Agreement which significantly impairs the value of the Agreement to the other party. Without limiting the generality of the foregoing, any unauthorized use or disclosure of PHI not provided for by this Agreement, failure to report a breach of unsecured PHI, or failure to implement safeguards that materially affect the



confidentiality, integrity, or availability of PHI, shall constitute a Material Breach of this Agreement.

**Obligation to Notify:** The party claiming a Material Breach must notify the breaching party in writing of the breach, specifying the nature of the breach and the provisions of the Agreement affected by the breach.

**Opportunity to Cure:** Upon receiving notice of a Material Breach, the breaching party shall have thirty (30) days from the date of receipt of such notice to cure the breach, unless the breach cannot be cured within such time frame, in which case the breaching party shall:

- Immediately commence actions to cure;
- Provide a written plan detailing the actions to be taken and the expected timeline for cure;
- Continue diligently towards curing the breach to the reasonable satisfaction of the non-breaching party.

**Consequences of Failure to Cure:** If the breaching party fails to cure the Material Breach within the specified period, or such extended period as may be agreed upon by the parties, the non-breaching party shall have the right to:

- Immediately terminate this Agreement without penalty;
- Seek any legal or equitable relief available under the law;
- Take any other remedial actions as specified in this Agreement or allowed by applicable law, including reporting the breach to relevant regulatory authorities.

**Mitigation of Damages:** Both parties agree to take reasonable steps to mitigate any damages or losses resulting from the other party's breach of this Agreement.

## 11. No Third-Party Beneficiaries

This Agreement is made solely for the benefit of the Covered Entity and the Business Associate and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. No such third party shall be deemed a third-party beneficiary of this Agreement or any part thereof.

## 12. Amendments

The Business Associate may amend this Agreement as required by law by providing notice to the Covered Entity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed electronically by their duly authorized representatives.