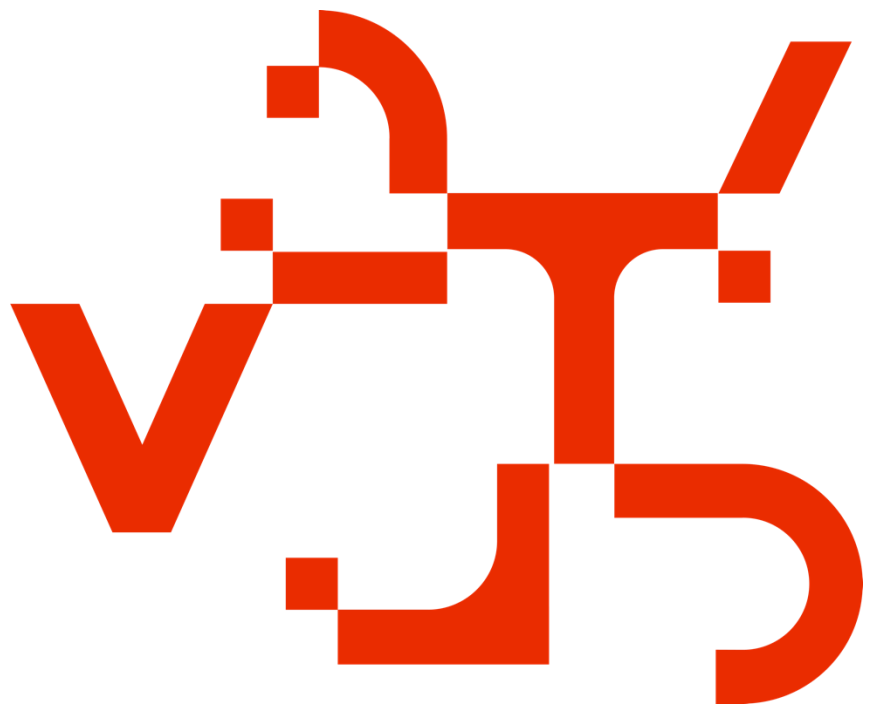


ABRIDGE

Master Services Agreement (MSA)

U.S. Government Version



This Abridge Master Services Agreement (the “Agreement”), being entered into between Abridge AI, Inc. (“Abridge”), and Ordering Activity under GSA Schedule contracts identified in the Order (“Customer”), as of date of last signature (“Effective Date”).

WHEREAS, Abridge provides ambient clinician documentation and other solutions powered by its best-in-class AI models (“Abridge Services”);

WHEREAS, Customer is an Ordering Activity under GSA Schedule that is a health care provider providing healthcare services to patients;

WHEREAS, Customer desires to allow its clinicians to use the Abridge Services during the Term (as defined below);

NOW THEREFORE, in consideration of the mutual promises and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed by the parties, the parties agree as follows:

1. DEFINITIONS

- a. **“Abridge Content”** means, collectively, the documentation, such as user guides, instructions, and onboarding materials, and other information and content provided by Abridge to facilitate effective use of the Abridge Services.
- b. **“Affiliate(s)”** means an entity that, directly or indirectly, owns, is owned by or is under common ownership with a party. As used herein, “ownership” means the beneficial ownership of fifty percent (50%) or more of the voting equity securities or other equivalent voting interests of an entity.
- c. **“Authorized Purposes”** means Customer's and User's use and access of the Abridge Services for the purpose of supporting treatment, payment, and/or operations , as set forth herein.
- d. **“Customer Data”** means PHI and other data submitted, stored, or otherwise transmitted by or on behalf of Customer or any User, and received and analyzed by the Abridge Services.
- e. **“Customer System”** means the Customer owned or controlled website(s), servers and other equipment and software used in the conduct of Customer's business.
- f. **“Data Protection Claims”** means any claims arising from a Security Incident (as defined in the BAA), either party's breach of Section 4 (Accounts; Security), Section 10 (Confidentiality), or the BAA, in each case where such breach results in the impermissible use or disclosure of Customer PHI.
- g. **“Intellectual Property Rights”** means all intellectual property rights or similar proprietary rights, including (a) patent rights and utility models, (b) copyrights and database rights, (c) trademarks, trade names, domain names and trade dress and the goodwill associated therewith, (d) trade secrets, (e) mask works, and (f) industrial design rights; in each case, including any registrations of, applications to register, and renewals and extensions of, any of the foregoing in any jurisdiction in the world.

- h. **"Malicious Code"** means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
- i. **"Order Form"** means the mechanism through which Customer shall provision Users or acquire Services pursuant to a relevant SOW, as well as establish the pricing structure and billing structure associated with such changes
- j. **"Patient(s)"** means individual patients of Customer or User.
- k. **"Performance Data"** means Customer Data that consists of statistical and technical data demonstrating the performance, operation, utilization, and security of the Services specific to Customer use. Performance Data does not include or derive from PHI.
- l. **"PHI"** means "Protected Health Information" as defined by 45 C.F.R. § 160.103, as amended.
- m. **"Services"** or (**"Abridge Services"**) means, collectively, Abridge's SaaS platforms, which hosts multiple tools supporting treatment, payment, or healthcare operations, Abridge's proprietary AI Models underpinning such SaaS platforms, and all Support Services.
- n. **"SOW"** means the Statement of Work where parties shall agree to parameters and terms in connection with the provision of specific Services, including, as applicable, technical requirements, fees, and pricing structure.
- o. **"Support Services"** means the support and maintenance services provided by Abridge pursuant to this Agreement.
- p. **"Users"** means (i) Customer clinicians or (ii) Administrative Users, each of whom are provisioned access to the Abridge Services as designated through an SOW or Order Form. Clinicians may be credentialed, employed, or contracted to Customer, an Affiliate, or associated with Customer as a Community Connect User. Administrative Users may not utilize the Services to record or otherwise capture PHI. "User Account(s)" means accounts of Users.
- q. **"Vendors"** means third parties that provide generally available software, platforms, or services that are integrated in or support the operation of the Abridge Services. Vendors are engaged by Abridge independently of any particular customer engagement and do not provide services that are customized for, dedicated to, or performed on behalf of a specific Customer. Such Vendors include, though are not limited to, hosting and serving platforms, cloud computing services, and service reliability infrastructure providers.

2. ENROLLMENT; LICENSES; RESTRICTIONS

- a. **Enrollment and Users.** Subject to the terms and conditions of this Agreement, during the Term, Customer may enroll clinicians for access and use of the Abridge Services (as Users) pursuant to the account provisioning process and subject to any limitations set forth in the applicable SOW or Order Form. User Accounts are for Customer-designated clinicians only and cannot be shared or used by more than one User. Customer shall maintain the responsibility to inform Abridge of any changes in Users or required access. Customer authorizes Abridge to contact Users directly for informational and operational purposes.
- b. **Community Connect Users.** Customer shall inform Abridge in writing if any Users accessing the Abridge Services are clinicians associated with the Customer via the Epic Community Connect program ("Community Connect Users"). Community Connect Users shall remain the full responsibility of Customer consistent with any agreements between Customer and Epic, and Community Connect Users shall be billed by Abridge to Customer as regular Users under the applicable SOW or Order Form.
- c. **Access and Use License.** Subject to Customer's compliance with the terms and conditions contained in this Agreement, Abridge hereby grants to Customer, during the Term, a limited, non-exclusive, non-sublicensable, non-transferable right for its clinicians to access and use the Abridge Services from and within the United States, in accordance with the parameters set forth herein and any associated SOW and solely for the Authorized Purposes and not for the benefit of any other person or entity. Customer agrees it will obtain no rights to the Services except for the limited rights to use the Services expressly granted by this Agreement.
- d. **Restrictions.** Customer shall not, directly or indirectly, and Customer shall not assist or authorize any User, Patient or third party to:
 - i. reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the Abridge Services;
 - ii. modify, translate, or create derivative works based on any element of the Abridge Services;
 - iii. except as otherwise set forth in this Agreement, rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the Abridge Services;
 - iv. use the Abridge Services for timesharing purposes or otherwise for the benefit of any person or entity other than for the benefit of Customer and its Patients;
 - v. remove any proprietary notices from the Abridge Services or Abridge Content;
 - vi. publish or disclose to third parties any benchmarking or evaluation of the Abridge Services;
 - vii. interfere with or disrupt the integrity or performance of the Abridge Services;

- viii. introduce any open source Software or Malicious Code into the Abridge Services; or
 - ix. attempt to gain unauthorized access to the Abridge Services or their related application or systems.
- e. **Publication Protocol.** If Customer chooses to use the Abridge platform as part of any study evaluating the impact of ambient listening technology or similar products that is meant for external publication ("Publication"), Customer shall (1) provide timely notice to Abridge on the commencement of any study in support of a Publication being conducted, and (2) provide a draft of such Publication to Abridge for review and comment, with reasonable advance notice but no less than five (5) days in advance of submission for publication.
- f. **Access to Beta Services**
- i. **Access; no warranty.** Abridge may offer Customer early access to certain features, functionalities, or software components of the Abridge Services that are not yet generally available ("Beta Services"). By utilizing the Beta Services, Customer acknowledges and agrees that (1) Beta Services are provided "as is" and may contain bugs, errors, or other issues; (2) Abridge makes no warranties, express or implied, with respect to the Beta Services; (3) Abridge reserves the right to modify, limit, or withdraw the Beta Services at any time without notice.
 - ii. **Confidentiality.** Customer agrees to treat all information related to the Beta Services, including but not limited to performance, features, and functionality, as Confidential Information hereunder and not to disclose such information to any third party without Abridge's prior written consent. Abridge recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released,. Customer shall provide Abridge with the opportunity to assert exemptions at 5 U.S.C. 552(b) or exemptions that may otherwise be available to Abridge prior to any Federal agency releasing any Confidential Information.
 - iii. **Future availability.** Availability of the Beta Services does not entitle Customer to continued access to the Beta Services. Abridge has no obligation to maintain, support, or make generally available the Beta Services. If the Beta Services, or any portion thereof, become generally available, they may not be included in the services in which Customer is currently enrolled. Access to such generally available services may require the execution of a new SOW or Order Form, and may be subject to additional fees, different pricing, and other commercial terms to be determined by Abridge in its sole discretion.
 - iv. **Suspension and termination.** Abridge may suspend or terminate Customer's access to the Beta Services at any time, with or without cause or notice, provided that Abridge shall make commercially reasonable efforts to provide notice if suspension or termination is planned.

- g. **Reservation of Rights.** Except as expressly granted in this Agreement, there are no other licenses or rights granted to Customer, or any Users or Patients, express, implied or by way of estoppel, and all such rights not expressly granted are reserved by Abridge.

3. VENDOR COMPONENTS

The Abridge Services may contain components facilitated by Vendors, and if used by Customer, Customer acknowledges that Abridge may allow those Vendors to access Customer Data as required to provide the Abridge Services. Abridge shall execute all necessary business associate agreements with Vendors as appropriate to ensure compliance under the law.

Abridge maintains a trust center accessible to its customers (currently located at <https://trust.abridge.com/>) (the "Trust Center") listing the Vendors that underpin the Abridge Services and have access to Customer PHI. Abridge shall update the Trust Center prior to, or promptly following, the addition or material change of any such Vendor. This Trust Center notice shall satisfy any notice obligation under the MSA or BAA with respect to Vendors, including Subcontractors as defined by HIPAA.

4. ACCOUNTS; SECURITY

- a. **Accounts.** During the Term, Customer will be able to authorize clinicians to create User Accounts by way of Abridge's user provisioning process (i.e., two-factor authentication, etc.). Customer is solely responsible and liable for any and all access and use of the Abridge Services that occurs by User Accounts issued under this Agreement. Customer agrees to immediately notify Abridge of any unauthorized use of any account or login and password issued to its or its Affiliates' Users, or any other breach of security known to Customer. Abridge shall have no liability for any loss or damage arising from Customer or its Affiliates' failure to comply with the terms set forth in this Section.
- b. **No Circumvention of Security.** Neither Customer nor any of its Affiliates nor any User or Patient may circumvent or otherwise interfere with any user authentication or security of the Abridge Services. Customer will immediately notify Abridge of any breach, or attempted breach, of security known to Customer.
- c. **Security.** Abridge will comply with the reasonable policies and procedures with respect to access to and security for any Customer System required in connection with the Services, provided that Customer makes such policies and/or procedures available to Abridge with reasonable advance notice.

5. CUSTOMER OBLIGATIONS

- a. **Customer System.** Customer is responsible at all times for (a) obtaining, deploying and maintaining any Customer System, including all hardware, software, modems, routers and other communications equipment necessary for Customer, its Affiliates and their respective Users to access and use the Abridge Services via phone and/or the Internet; (b) contracting

with third party ISP, telecommunications and other service providers to access and use the Abridge Services via phone and/or the Internet; and (c) paying all third party fees and access charges incurred in connection with the foregoing.

- b. **Compliance with Law.** Customer shall comply with all applicable laws, rules and regulations, including HIPAA, with regard to use of the Services, including the creation of PHI and Patients' rights to PHI received by Abridge in the course of provision of Services to Customer under this Agreement.
- c. **Acceptable Use Policy.** Customer shall be solely responsible for its actions and the actions of its Users while using the Abridge Services. Customer shall provide Abridge with prompt notice of any User who has violated this Agreement so that the applicable Account may be deactivated. Further, Customer acknowledges and agrees:
 - i. not to send or store data on or to the Abridge Services which violates the rights of any individual or entity established in any jurisdiction, including any unlawful, obscene, or pornographic materials;
 - ii. not to upload any content that contains Malicious Code or data that may damage the operation of the Abridge Services or any of its licensors or suppliers;
 - iii. not to use the Abridge Services for illegal, fraudulent or unethical purposes;
 - iv. that Abridge neither endorses the contents of Customer or its Users' communications or Customer Data, nor assumes any responsibility for any offensive material contained therein, any infringement of third-party Intellectual Property Rights arising therefrom, or any illegal activity facilitated thereby. Further, Abridge does not guarantee, and does not and is not obligated to verify, authenticate, monitor or edit any Customer Data that is provided by or on behalf of Customer or any User, or any other information or data uploaded to or stored in the Abridge Services, for completeness, integrity, quality, accuracy or otherwise.
- d. **Business Associate Agreement.** The parties will enter into a business associate agreement to be attached hereto as Exhibit A and incorporated herein (the "**BAA**"). Notwithstanding anything in the BAA, Abridge's rights to use the Customer Data and any De-Identified Data (as defined below) shall be set as forth in this Agreement and the provisions herein regarding such rights shall control over any inconsistent provisions in the BAA.

6. INSURANCE

Each party shall secure and maintain at all times during the Term, at such party's own expense, the following insurance: (a) Commercial General Liability, at the following limits: One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate, as well as \$10,000,000 umbrella liability coverage; (b) Professional Liability, Errors and Omissions Coverage, at the following limits: Five Million Dollars (\$5,000,000) general aggregate; and (c) Cyber Liability coverage at the following limits: Five Million Dollars (\$5,000,000) general aggregate.

7. FEES AND PAYMENT; TAXES

- a. **Fees.** Customer shall pay to Abridge or its authorized reseller as applicable the fees as specified in any executed SOW and Order Form in accordance with the GSA Schedule Pricelist. All fees will be quoted and payable in United States dollars.
- b. **Invoices and Payment.** All fees will be invoiced in accordance with the applicable SOWs and Order Forms. Except as otherwise set forth in the applicable SOW or Order Form, Customer agrees to pay all undisputed invoiced amounts within thirty (30) calendar days of the invoice receipt date. In the event Customer disputes an invoice, Customer should give written notice of such dispute within thirty (30) calendar days of invoice receipt, detailing the dispute. Customer shall pay any undisputed portion of the invoice by the due date set forth on the invoice.
- c. **Taxes.** "Taxes" means all taxes, levies, imposts, duties, fines or similar governmental assessments imposed by any jurisdiction, country or any subdivision or authority thereof including, but not limited to federal, state or local sales, use, property, excise, service, transaction, occupation, gross receipts or similar taxes, in any way connected with this Agreement or any instrument, SOW, Order Form or agreement required hereunder, and all interest, penalties or similar liabilities with respect thereto, except such taxes imposed on or measured by a party's net income. Notwithstanding the foregoing, Taxes shall not include payroll taxes attributable to the compensation paid to workers or employees and each party shall be responsible for its own federal and state payroll tax collection, remittance, reporting and filing obligations. Fees and charges imposed under this Agreement or under any SOW, Order Form, or similar document ancillary to or referenced by this Agreement shall not include Taxes except as otherwise provided herein. Vendor shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(x). In the event the Customer maintains tax exempt status, Customer shall be required to provide documentation of such status prior to the start of any SOW or Order Form, or otherwise be subject to accepting all applicable taxes.
- d. **Late Payment.** If Customer fails to make any undisputed payment within thirty (30) days of the date on an invoice, Customer agrees that such undisputed outstanding payments shall bear interest from the date an invoice is due until paid at the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. Inaction on the part of Abridge to demand payment of any interest shall not constitute a waiver of its rights to receive such interest.
- e. Reserved.

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

- a. **Mutual Representations and Warranties.** Each party represents, warrants and covenants that: (a) it has the full power and authority to enter into this Agreement and to perform its obligations hereunder, without the need for any consents, approvals or immunities not yet obtained; (b) its acceptance of and performance under this Agreement shall not breach any oral or written agreement with any third party or any obligation owed by it to any third party to keep any information or materials in confidence; and (c) it will comply with applicable law.
- b. Abridge represents and warrants that it will provide the Abridge Services in a professional manner consistent with applicable industry standards, and that the Abridge Services will substantially conform to the specifications maintained by Abridge for the Abridge Services. If Customer reports a material breach of the foregoing warranty to Abridge in writing, Abridge will, without charge, promptly correct or repair the Abridge Services.
- c. **Re-Identification Prohibition.** Abridge further represents and warrants that it will take all HIPAA-required, and otherwise commercially reasonable, steps to prevent the re-identification of any Customer Data de-identified by Abridge pursuant to this Agreement.
- d. **Customer Representations and Warranties.** Customer represents and warrants that, to the extent required by applicable law, Customer shall obtain Patient's consent to: (i) collect Patient data using the Abridge Services and disclose such data to Abridge and (ii) allow Abridge to collect, store, and process Patient data in any form for Abridge to provide the Abridge Services. Customer shall comply with all applicable laws, rules and regulations, including HIPAA, with regard to Patients' rights to Patient data stored by Abridge from Customer under this Agreement.
- e. **Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 8.a, ABRIDGE DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL WARRANTIES, EXPRESS, STATUTORY AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SATISFACTORY QUALITY, ACCURACY OR NONINFRINGEMENT OF THE ABRIDGE SERVICES AND ANY VENDOR SERVICES. ABRIDGE DOES NOT WARRANT THAT THE ABRIDGE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. ABRIDGE DOES NOT REVIEW, MONITOR, EVALUATE, OR ANALYZE ANY INFORMATION GENERATED FROM OR BY THE ABRIDGE SERVICES; ALL INFORMATION GENERATED BY THE ABRIDGE SERVICES MUST BE REVIEWED BY CUSTOMER OR ITS USER. ABRIDGE DOES NOT ENGAGE IN THE PRACTICE OF MEDICINE AND DOES NOT PROVIDE ANY MEDICAL ADVICE, MAKE DIAGNOSES OR MEDICAL NECESSITY DETERMINATIONS, ADJUDICATE PRIOR AUTHORIZATION OR OTHER CLAIMS, OR CODE ENCOUNTERS. IT IS CUSTOMER AND ITS USERS' SOLE RESPONSIBILITY TO (i) UTILIZE ITS OR THEIR INDEPENDENT PROFESSIONAL JUDGMENT TO REVIEW ALL OUTPUTS OF THE ABRIDGE SERVICES, (ii) DISPENSE MEDICAL ADVICE, (iii) MAKE DIAGNOSES OR EVALUATIONS, (iv) SELECT ANY APPROPRIATE CODES, INCLUDING FOR THE AVOIDANCE OF DOUBT, THE REVIEW OF, AND, IF APPROPRIATE, SELECTION OF CODES RECOMMENDED BY THE ABRIDGE SERVICES, AND (v) ENSURE THE ACCURACY OF ANY CLINICAL OR CODE DATA, WHETHER WITHIN OR OUTSIDE OF THE ABRIDGE SERVICES. NO AGENT OF ABRIDGE IS AUTHORIZED TO ALTER OR EXPAND THE WARRANTIES SET FORTH HEREIN. THE ABRIDGE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND

ELECTRONIC COMMUNICATIONS. ABRIDGE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN ANY APPLICABLE SERVICE LEVEL AGREEMENT.

9. INDEMNIFICATION

a. **Abridge Indemnity.**

- i. Abridge, at its expense, shall have the right to intervene to defend Customer and its Affiliates and their respective officers, directors and employees (the "Customer Indemnified Parties") from and against all actions, proceedings, claims and demands by a third party alleging that the Abridge Services infringes any third party Intellectual Property Rights or misappropriates any trade secret (a "Third-Party Claim") and shall pay all damages, costs and expenses, including reasonable attorneys' fees (whether by settlement or award of damages by a final judicial judgment) paid to the third party bringing any such Third-Party Claim. Abridge's obligations under this Section are conditioned upon (i) Abridge being promptly notified in writing of any claim under this Section, except that a failure to promptly notify Abridge only affects the obligations of this Section to the extent the delay prejudices Abridge, (ii) Abridge having the right to control the defense and settlement of the claim using counsel of its choice, and (iii) Customer providing all reasonable assistance (at Abridge's expense and reasonable request) in the defense of such claim. In no event shall Customer settle any claim without Abridge's prior written approval. Customer may, at its own expense, engage separate counsel to advise it regarding a claim and to participate in the defense of the claim, subject to Abridge's right to control the defense and settlement. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.
- ii. If any claim which Abridge is obligated to defend has occurred, or in Abridge's determination is likely to occur, Abridge may, in its sole discretion and at its option and expense (a) obtain for Customer the right to use the Abridge Services, (b) substitute a functionally similar, non-infringing replacement for the Abridge Services, or (c) modify the Abridge Services to make it non-infringing and functionally similar. If Abridge reasonably determines that none of the foregoing options is practicable, Abridge shall have the right to require that Customer work with Abridge in good faith to effect an orderly and prompt termination of this Agreement in a manner that minimizes the adverse effect on the parties and refund to Customer any prepaid amounts attributable to the period of time between the date Customer was unable to use the Abridge Services due to such claim and the remaining days in the applicable Term.
- iii. Notwithstanding anything to the contrary in this Agreement, the foregoing obligations shall not apply with respect to a claim of infringement if such claim arises out of (i) Customer Data, (ii) use of the Abridge Services in combination with any software, hardware, network or system not supplied by Abridge where the alleged infringement relates to such combination, (iii) any modification or alteration of the Abridge Services

other than by Abridge, (iv) Customer's continued use of the Abridge Services after the parties have effected an orderly termination pursuant to the termination provisions herein, (v) Customer's violation of applicable law, rules or regulations, where such violation is the proximate cause of the claim, or (vi) any Customer System.

- iv. THE FOREGOING STATES THE ENTIRE LIABILITY OF ABRIDGE AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY THIRD-PARTY CLAIM FOR THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY THE Abridge Services OR OTHERWISE.

- b. **Reserved.**

10. CONFIDENTIALITY

- a. **Confidential Information.** "**Confidential Information**" means any and all non-public technical and non-technical information disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") in any form or medium, whether oral, written, graphical or electronic, pursuant to this Agreement, that is marked confidential and proprietary, or that the Disclosing Party identifies as confidential and proprietary, or that a reasonable person would expect to be confidential due to its nature, or the nature of the disclosure or receipt, including but not limited to: (a) techniques, sketches, drawings, models, inventions (whether or not patented or patentable), know-how, processes, apparatus, formulae, equipment, algorithms, software programs, software source documents, APIs, EHR data scripts and queries, and other creative works (whether or not copyrighted or copyrightable); (b) information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and marketing plans; (c) proprietary or confidential information of any third party who may disclose such information to the Disclosing Party in the course of the Disclosing Party's business; and (d) Reserved. For purposes of this Agreement, Confidential Information shall not include PHI. All PHI disclosed or managed under this Agreement shall be governed by the terms and conditions of the BAA between the parties.
- b. **Non-Disclosure.** Each party acknowledges that in the course of the performance of this Agreement, it may obtain the Confidential Information of the other party. The Receiving Party shall, at all times, keep in confidence all of the Disclosing Party's Confidential Information received by it under this Agreement. The Receiving Party shall not use the Confidential Information of the Disclosing Party other than as necessary to fulfill the Receiving Party's obligations or to exercise the Receiving Party's rights under this Agreement. Each party agrees to secure and protect the other party's Confidential Information with the same degree of care and in a manner consistent with the maintenance of such party's own Confidential Information (but in no event less than reasonable care), and to take appropriate action by agreement with its employees, Affiliates or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any person or entity other than its officers, employees, Affiliates and agents who need access to such Confidential Information in order to effect the intent of this Agreement

and who are subject to confidentiality obligations at least as protective of the parties as the obligations set forth in this Agreement.

- c. **Exceptions to Confidential Information.** The obligations set forth in this Section shall not apply to the extent that Confidential Information includes information which:
- i. was known by the Receiving Party prior to receipt from the Disclosing Party either itself or through receipt directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party;
 - ii. was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information and without any violation of this Agreement; or
 - iii. becomes publicly known or otherwise ceases to be secret or confidential, except as a result of a breach of this Agreement or any obligation of confidentiality by the Receiving Party.
- d. **Compelled Disclosure.** Nothing in this Agreement shall prevent the Receiving Party from disclosing Confidential Information to the extent the Receiving Party is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction or court order; provided, however, that prior to any such disclosure, the Receiving Party shall
- i. assert the confidential nature of the Confidential Information to the agency or by way of legal process;
 - ii. immediately notify the Disclosing Party in writing of the agency or court order or request to disclose; and
 - iii. cooperate fully with the Disclosing Party in protecting against any such disclosure and in obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.
 - iv. Abridge recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released.

e. **Reserved.**

11. OWNERSHIP RIGHTS

- a. **Abridge Services.** As between Abridge and Customer, all right, title and interest in and to the Abridge Services, Abridge Content, Abridge Confidential Information and any other Abridge materials furnished or made available hereunder, and all derivatives, updates, upgrades, modifications and enhancements thereof, and all suggestions, ideas and feedback proposed by Customer that pertain to the Abridge Services, including all copyright rights, patent rights and other Intellectual Property Rights in each of the foregoing,

are exclusively owned by and are retained solely by Abridge or its licensors and providers, as applicable. Customer hereby does and will irrevocably assign to Abridge all evaluations, ideas, feedback and suggestions made by Customer and its Users to Abridge that pertain solely to the Abridge Services (collectively, "**Feedback**") and all Intellectual Property Rights in the Feedback. Abridge shall retain all right, title, and interest to all maintenance releases, customization, updates, upgrades and workarounds, which may be provided to Customer for its internal use in accordance with the terms of this Agreement. Vendor acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

- b. **Customer Data.** As between Abridge and Customer, all right, title and interest in (a) the Customer Data, (b) the De-Identified Data (as defined below), and (c) all Intellectual Property Rights in each of the foregoing, are exclusively owned by and are retained solely by Customer. Customer hereby grants to Abridge a limited, perpetual, non-exclusive, royalty-free, worldwide license to the Customer Data and to use and retain the Customer Data as necessary for Abridge to provide, improve and evaluate the Services. Customer, and not Abridge, is responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of Customer Data that Abridge receives from or on behalf of Customer. The use of Customer Data for the purpose of training Artificial Intelligence/Machine Learning (AI/ML) models and systems is prohibited without explicit written authorization from the Federal agency contracting officer. Notwithstanding the foregoing, De-Identified Data may be used to train Artificial Intelligence/Machine Learning (AI/ML) models and systems that are used solely in connection with the performance of any order placed by a Customer hereunder, as outlined below.
- c. **De-Identified Data.** By executing an Order, Customer grants Abridge the right to de-identify Customer's PHI, including that transmitted during use of Beta Services, pursuant to the requirements of 45 CFR § 164.514 ("De-Identified Data"), and aggregate such De-identified Data with data generated from other sources. Customer grants Abridge a nonexclusive, paid-up, royalty-free, perpetual right and license to such De-Identified Data, to use, copy, process, analyze, execute, reproduce, display the De-Identified Data in support of improving and extending the Services. Such license shall be non-sublicensable and non-transferrable; for the avoidance of doubt, Abridge does not sell De-Identified Data to third parties. Subject to Customer's sole continuing ownership of Customer Data and De-Identified Data, Abridge shall own all outputs it creates using De-Identified Data, and all of the Intellectual Property Rights embodied in and related to such outputs. Customer shall not be entitled to any revenue, royalties, or other compensation for Abridge's own use of the De-Identified Data in accordance with the license set forth in this Section. Abridge's rights to, and obligations regarding, the De-Identified Data survives the termination of this Agreement.
- d. **Performance Data.** Performance Data shall be owned by Customer, provided that Customer may not share Performance Data with any third party without Abridge's prior written consent. Customers consent to Abridge sharing Performance Data with third parties to the extent necessary to provide the Services. Additionally, Customer grants Abridge a nonexclusive, worldwide, paid-up, royalty-free, perpetual right and license to use

Performance Data that has been anonymized and aggregated with that of Abridge's other customers to (1) improve the Services and (2) create derivative works that may be shared with third parties.

12. LIMITATION OF LIABILITY

- a. **LIMITATION TO INDIRECT DAMAGES.** NEITHER CUSTOMER NOR ABRIDGE NOR ABRIDGE'S LICENSORS OR SUPPLIERS, SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOST DATA, BUSINESS INTERRUPTION, LOST PROFITS, LOST REVENUE OR LOST BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF CUSTOMER, ABRIDGE, OR ABRIDGE'S LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. **GENERAL LIABILITY CAP.** NEITHER CUSTOMER, NOR ABRIDGE, NOR ABRIDGE'S LICENSORS OR SUPPLIERS WILL BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. NEITHER CUSTOMER NOR ABRIDGE NOR ITS LICENSORS OR SUPPLIERS SHALL BE LIABLE UNDER THIS AGREEMENT FOR DAMAGES IN THE CUMULATIVE, AGGREGATE AMOUNT GREATER THAN THE AMOUNTS PAID BY CUSTOMER TO ABRIDGE UNDER THIS AGREEMENT DURING THE PERIOD OF TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST AROSE ("GENERAL LIABILITY CAP"). THIS SECTION SHALL NOT APPLY TO DATA PROTECTION CLAIMS, NOR EXCLUDED CLAIMS AS SET FORTH BELOW.
- c. **EXCLUDED CLAIMS.** THE LIMITATIONS IN CLAUSES a. AND b. OF THIS SECTION SHALL NOT APPLY TO CLAIMS ARISING FROM A PARTY'S
 - i. WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR FRAUD; OR
 - ii. IP INFRINGEMENT INDEMNIFICATION OBLIGATIONS.
- d. **DATA PROTECTION CLAIMS.** IN THE CASE OF A BREACH OF A PARTY WHICH RESULTS IN A DATA PROTECTION CLAIM, EACH PARTY AND ITS AFFILIATES' TOTAL LIABILITY TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL SUCH CLAIMS IN THE AGGREGATE (FOR DAMAGES OR LIABILITY OF ANY TYPE) SHALL NOT EXCEED THE AMOUNT PAID TO ABRIDGE FOR THE IMPACTED SERVICES IN THE PRIOR TWELVE (12) MONTHS UNDER THE APPLICABLE ORDER FORM(S) OR SOW ("TOTAL FEES") TO WHICH SUCH LIABILITY RELATES TIMES TWO (2X) (the "DATA PROTECTION CLAIMS CAP"). IN THE EVENT CUSTOMER HAS RECEIVED SERVICES FOR LESS THAN TWELVE (12) MONTHS, THE TOTAL FEES SHALL BE CALCULATED BY DIVIDING THE FEES ACTUALLY PAID BY THE NUMBER OF MONTHS OF SERVICES RECEIVED AND MULTIPLYING THAT AMOUNT BY TWELVE (12).
- e. IN NO EVENT SHALL EITHER PARTY (OR ITS RESPECTIVE AFFILIATES) BE LIABLE FOR THE SAME EVENT UNDER BOTH THE GENERAL LIABILITY CAP AND THE DATA PROTECTION CLAIMS CAP. SIMILARLY, THE GENERAL LIABILITY CAP AND DATA PROTECTION CLAIMS CAP SHALL NOT BE CUMULATIVE; IF A PARTY (AND/OR ITS AFFILIATES) HAS ONE OR MORE CLAIMS SUBJECT TO THE GENERAL LIABILITY CAP AND THE DATA PROTECTION CLAIMS CAP, THE MAXIMUM TOTAL LIABILITY FOR ALL CLAIMS IN THE AGGREGATE SHALL NOT EXCEED THE "DATA PROTECTION CLAIMS CAP".

- f. THE APPLICABLE MONETARY CAPS SET FORTH IN THIS SECTION SHALL APPLY ON AN AGGREGATED BASIS, ACROSS THIS AGREEMENT AND ANY AND ALL SEPARATE AGREEMENTS ENTERED INTO PURSUANT TO THIS AGREEMENT IN RELATION TO CUSTOMER'S USE OF THE ABRIDGE SERVICES.
- g. EACH PARTY ACKNOWLEDGES THAT THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND SHALL APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

13. TERM AND TERMINATION

- a. **Term.** This Agreement shall remain in effect for as long as there is an active SOW or Order Form in place between the parties, or Services are otherwise being provided by Abridge to Customer.
- b. **Termination.** When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Abridge shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.
- c. **Effect of Termination.** Upon expiration or termination of this Agreement for any reason, (a) Customer's use of and access to the Abridge Services and Abridge's performance of all Support Services shall cease; (b) all SOWs and the BAA shall terminate; and (c) all fees and other amounts owed to Abridge shall be immediately due and payable by Customer. In addition, within ten (10) days of the effective date of termination each Receiving Party shall: (a) return to the Disclosing Party, or at the Disclosing Party's option, the Receiving Party shall destroy, all items of Confidential Information then in the Receiving Party's possession or control, including any copies, extracts or portions thereof, and (b) upon request shall certify in writing to Disclosing Party that it has complied with the foregoing.
- d. **Survival.** Sections 1, 2, 5, and 8 through 14 shall survive any termination or expiration of this Agreement.

14. MISCELLANEOUS

- a. **Notices.** All notices that any party to this Agreement may be required or may wish to give may be given by addressing them to the other party at the addresses set forth below (or at such other addresses as may be designated by written notices given in the manner designated herein) by (a) personal delivery, (b) sending such notices by commercial overnight courier with verification of actual receipt, (c) by email at the email address set forth below, effective (A) when the sender receives an automated message from the recipient confirming delivery or (B) on the next business day after the day sent, or (d) sending them by overnight delivery or registered or certified mail. If so sent or otherwise delivered, such notices shall be deemed and presumed to have been given on the earlier of the date

of actual receipt or three (3) days after sending. All communications and notices to be made or given pursuant to this Agreement shall be in the English language.

- b. **Governing Law.** This Agreement and the rights and obligations of the parties to and under this Agreement shall be governed by and construed under the Federal laws of the United States. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.
- c. **Reserved.**
- d. **Publicity.**
 - i. Subject to Customer's prior written consent, Abridge may reference and use Customer's name and disclose the nature of the Services provided hereunder, in each case in Abridge's business development and marketing efforts, including without limitation on its website to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.
- e. **Export Control.** Customer acknowledges and agrees that the Services shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "**Embargoed Countries**"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "**Designated Nationals**"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Abridge Services, Customer represents and warrants that it is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. Abridge Services may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000. Customer agrees to comply strictly with all applicable export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. Abridge and its licensors make no representation that the Abridge Services is appropriate or available for use in other locations.
- f. **Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. If a party learns of any violation of the above restriction, it will use reasonable efforts to promptly notify the other party. Each party represents and warrants that none of (a) the party and its Affiliates, (b) each person or entity owning an interest in any of them nor (c) their respective personnel are (x) currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, U.S. Department of the Treasury ("**OFAC**") nor on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation, and (y) a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States.

- g. **No Exclusion or Debarment.** Abridge represents and warrants that neither it, nor any of its Affiliates, is not currently, and at no time has been sanctioned, debarred, suspended, or excluded by any federal healthcare program (as that term is defined in 42 U.S.C. §1320a-7b(f)). Abridge further represents and warrants that, to the best of its knowledge, none of its employees or subcontractors have been excluded from participation in any federal healthcare program. Abridge shall take commercially reasonable actions to ensure continued compliance with this section, including running monthly checks for all employees against the OIG's List of Excluded Individuals/Entities (LEIE), the General Services Administration's Excluded Parties List System (EPLS) and System for Award Management (SAM), and all 50 State Exclusion Lists. Abridge hereby agrees to immediately notify Customer of any sanctions, debarment action, suspension, or exclusion by or from any federal healthcare program during the term of this Agreement.
- h. **Third-Party Notices.** The Abridge Services may contain certain material licensed from third parties available at <https://www.abridge.com/third-party-notices>.
- i. **Waiver.** No term or provision of this Agreement shall be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
- j. **Severability.** If any provision of this Agreement is held invalid or unenforceable for any reason, the remainder of the provision shall be amended to achieve as closely as possible the economic effect of the original term and all other provisions shall continue in full force and effect.
- k. **Assignment.** Neither party may assign this Agreement or any rights hereunder, whether by assignment, transfer or otherwise, without the prior written consent of the other party in each instance.
- l. **Relationship of the Parties.** Each party is an independent contractor of the other party and there is no relationship of agency, partnership, joint venture, employment, or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf.
- m. **Reserved.**
- n. **Force Majeure.** Except for any payment obligations pursuant to this Agreement, in accordance with FAR Clause 52.212-4(f), neither party shall be liable for any failure or delay in performance under this Agreement due to fire, explosion, earthquake, storm, flood, pandemic or weather, unavailability of necessary utilities or raw materials, Internet service provider failures or delays, or denial of service attacks, war, civil unrest, acts of terror, insurrection, riot, acts of God or the public enemy, strikes or other labor problems, any law, act, order, proclamation, decree, regulation, ordinance, or instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement), or any other event beyond the

reasonable control of the party whose performance is to be excused (a “**Force Majeure Event**”). If a Force Majeure Event causes a material failure in the performance by a party of more than thirty (30) days, upon written notice to the failing party the other party shall have a right to terminate this Agreement in connection with such Force Majeure Event.

- o. **Entire Agreement.** This Agreement, including all exhibits hereto and any applicable SOW, and other documents hereunder, together with the BAA, constitute the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous understandings, representations, discussions, negotiations, and agreements, whether written or oral.
- p. **Order of Precedence.** To the extent any term or provision of an applicable SOW conflicts with this Agreement, the SOW shall control. Except as otherwise set forth herein, to the extent any term or provision of the BAA conflicts with this Agreement, the BAA shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have signed this Abridge Master Services Agreement as of the Effective Date.

ABRIDGE AI INC.

Signature:

Print Name:

Print Title:

Date:

Notice Address: 30 S 15th St Ste 1550
PMB 41901
Philadelphia, PA 19102

Email Address: Legal@abridge.com

CUSTOMER

Signature:

Print
Name:

Print

Title:

Date:

Notice Address:

Email Address:

EXHIBIT A



Business Associate Agreement

This Business Associate Agreement ("**BAA**") forms part of, and is subject to, the Master Services Agreement, or other written or electronic terms of service for the Abridge platform, including Order Forms and SOWs thereunder, as amended, between Abridge AI, Inc. ("**Business Associate**") and Ordering Activity under GSA Schedule contracts identified in the Order ("**Covered Entity**") (collectively, the "Underlying Agreement"). This BAA is effective and incorporated into the Underlying Agreement as of the effective date of the Underlying Agreement ("**BAA Effective Date**"). Business Associate and Covered Entity are referred to herein individually as "Party" and collectively as "Parties". Capitalized terms used but not otherwise defined in this BAA or the Underlying Agreement shall have the meaning assigned by HIPAA.

RECITALS

A. Business Associate provides certain services for, or on behalf of, healthcare providers who are considered "Covered Entities" within the meaning of the Health Insurance Portability and Accountability Act of 1996 (as amended, the "HIPAA Act"), and the Privacy Standards and Security Standards and other rules and regulations promulgated thereunder, the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and the rules and regulations promulgated thereunder (HIPAA Act, HITECH Act, the Privacy Standards, the Security Standards and such other rules and regulations, collectively, "HIPAA").

B. Business Associate has contracted with Covered Entity to provide Services, pursuant to the Underlying Agreement, which may require access to, collection or maintenance of, Use or Disclosure of, or other processing of Protected Health Information ("PHI") on the Covered Entity's behalf under HIPAA.

C. The Parties desire to enter into this BAA in order to ensure compliance with the requirements of HIPAA. This BAA will apply only to the extent Business Associate is acting as a "Business Associate" of Covered Entity, and excluding all functions or activities of Business Associate that do not require under HIPAA a Business Associate Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises, and other consideration contained in the Underlying Agreement and contained herein, the receipt and sufficiency of which for this BAA is acknowledged by the Parties, the Parties agree as follows:

1. USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION

- 1.1. **Permitted Uses or Disclosures.** Except as otherwise limited in this BAA, Business Associate may Use or Disclose PHI as necessary to perform its duties, obligations, and functions under the Underlying Agreement; as Required by Law; or as otherwise permitted by this BAA, or authorized by Covered Entity in writing, and would not otherwise violate the requirements of the Privacy Standards if done by Covered Entity.
- 1.2. **Management & Administration.** Business Associate may Use or Disclose PHI for its own proper management and administration or to carry out its legal responsibilities, provided that any such Disclosures are Required by Law or any third Party to which Business Associate Discloses PHI provides reasonable assurances that such Protected Health Information will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was Disclosed to the third Party, and the third Party agrees to notify Business Associate immediately of any instances of which it is aware in which the confidentiality of the PHI has been breached.
- 1.3. **De-identification.** Business Associate may de-identify PHI in accordance with the Privacy Standards, including 45 CFR § 164.514, and Use and Disclose such de-identified information as permitted by the Privacy Standards, or other Applicable Law, including 45 CFR § 164.506(c).
- 1.4. **Data Aggregation.** Business Associate may Use or Disclose Protected Health Information to perform Data Aggregation for the Health Care Operations of Covered Entity.
- 1.5. **Minimum Necessary.** Business Associate will use reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of such Use, Disclosure, or request, in accordance with the minimum necessary standards at 45 CFR § 164.502(b) and in any guidance issued by the Secretary.
- 1.6. **Marketing, Sales, and Fundraising.** Business Associate will not Sell Protected Health Information, or Disclose Protected Health for purposes of Marketing or Fundraising, unless expressly authorized by Covered Entity in writing and then only as permitted under HIPAA.
- 1.7. **Electronic Data Interchange Standards.** Business Associate will satisfy all applicable provisions of HIPAA “**Electronic Data Interchange Standards**” or “**EDI Standards**”, in accordance with 45 CFR Part 162. Business Associate will require, in writing or by contract where required under the Privacy Standards or Security Standards, that any subcontractor conducting standard transactions on Business Associate's behalf will comply with the applicable EDI Standards.

2. ADDITIONAL OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1. **Safeguards.** Business Associate shall implement and maintain administrative, physical, and technical safeguards designed to reasonably and appropriately prevent Use of Disclosure of PHI other than as provided for by this BAA, and shall comply with the applicable Security Standards.
- 2.2. **Subcontractors and Agents.** Business Associate will ensure that any "subcontractor" (within the meaning of 45 CFR § 160.103) or agent that creates, receives, maintains, transmits, or otherwise processes PHI on behalf of Business Associate agree in a signed writing that it will comply with no less restrictive restrictions and conditions that apply to Business Associate under the HIPAA as those herein and any limitation on further Use of Disclosures of such PHI as outlined in this BAA.
- 2.3. **Internal Practices and Audit.** Upon reasonable written request by Customer, Business Associate will make its internal practices, books, and records relating to its Use and Disclosure of Protected Health Information on behalf of Covered Entity available to the Secretary for the purposes of the Secretary's inspection to determine the Parties' compliance with HIPAA, subject to any applicable legal privileges. Where legally permissible and reasonable, prior to responding to a request received by Business Associate from the Secretary subject this Section, Business Associate will provide notice to Covered Entity of the Secretary's request. Notwithstanding the foregoing, no attorney-client or other legal privilege will be deemed waived by the Parties by virtue of this provision.
- 2.4. **Access and Amendment Requests.** As between Business Associate and Customer, Customer shall be responsible for the form and content of PHI, including whether the PHI is maintained in a Designated Record Set. Within ten (10) days of Business Associate receiving a written request to access or amend PHI from either Customer or an Individual who identified Customer, Business Associate will provide Customer functionality to allow access and amendment of PHI in the Service in order to enable compliance with the requirements of 45 CFR § 164.524 with respect to such requests.
- 2.5. **Accounting Requests.** Except for disclosures excluded from the accounting obligations under HIPAA, Business Associate agrees to document and make available to Covered Entity, or as directed by Covered Entity, to an Individual (or Individual's designee), within seven (7) days of a written request, such requested information relating to Disclosures made by Business Associate of PHI as would be required for Covered Entity to satisfy its obligations under 45 CFR § 164.528 and Section 13405(c) of the HITECH ACT, and any regulations issued pursuant thereto.

- 2.6. **Performance of Covered Entity Obligations.** To the extent Business Associate is to carry out any obligation of Covered Entity pursuant to this BAA, or the Underlying Agreement, Business Associate will comply with the same Privacy Standard requirements that apply to Covered Entity in its performance of such obligation.

3. REPORTING

- 3.1. **Notice of Security Incident or Breach.** If Business Associate becomes aware of any unauthorized Use or Disclosure of PHI in violation of this BAA, or any Security Incident or Breach of Unsecured PHI, Business Associate shall notify Customer without undue delay and in any event, where feasible, within five (5) business days.
- 3.2. **Breach Reporting.** Business Associate's notification to Customer shall comply with Business Associate's obligations under 45 C.F.R. § 164.410(c), including, to the extent possible, the following: a description of the breach, including the occurrence date and circumstances surrounding discovery, the types of unsecured PHI involved, any steps individuals should take to protect themselves from potential harm from the breach, remedial actions taken (including steps Business Associate is taking to investigate the breach, mitigate harm to individuals and protect against future breaches), a contact point from which additional information may be obtained, and all such other information Covered Entity may request of Business Associate in order for Covered Entity to meet its obligations under 45 CFR Part 164, Subpart D, or other applicable state breach notification laws.
- 3.3. **Unsuccessful Attempts.** Notwithstanding the foregoing, this Section 3.3 constitutes notice by Business Associate of the ongoing existence and occurrence of attempted but unsuccessful Security Incidents, for which additional notice shall not be required, including but not limited to, pings and other broadcast attacks on firewalls, port scans, unsuccessful log-on attempts, denials of service, or any combination of the above, where regardless of the means used no unauthorized access, Use, or Disclosure of Electronic Protected Health Information occurs.
- 3.4. **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect known to Business Associate caused by a Use or Disclosure of PHI by Business Associate, not authorized or otherwise in violation of the requirements of this BAA.

4. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES

- 4.1. **Customer Safeguards.** To the extent reasonably under Customer's control, Customer is responsible for ensuring implementation of appropriate privacy and security safeguards to protect PHI in compliance with HIPAA, the Underlying Agreements and this BAA.

- 4.2. **Customer Instructions.** Customer shall not request or cause Business Associate to Use or Disclose PHI in any manner that would not be permissible under the Privacy Standards if done by a Covered Entity.
- 4.3. **Consents.** Customer shall ensure that any consents, authorizations and other legal permissions required under HIPAA and other applicable laws for the Disclosure of PHI to Business Associate are obtained prior to providing Business Associate such PHI. If there are any changes in, or revocation of, a permission given by an Individual for the Use or Disclosure of PHI, Customer shall be responsible for ensuring appropriate use of the Service to update or delete such PHI as necessary.

5. TERM & TERMINATION

- 5.1. **Term.** This BAA will become effective as of the Effective Date and, except for the rights and obligations set forth in this BAA specifically surviving termination, shall expire upon the termination or expiration of the Underlying Agreement.
- 5.2. **Termination for Cause.** Either Party, upon discovering the other Party has materially breached its obligations under this BAA, may terminate the BAA, in accordance with the Disputes Clause (Contract Disputes Act).
- 5.3. **Effect of Termination.** Upon termination of this BAA for any reason, Business Associate will, within thirty (30) business days after the effective date of the termination, make PHI available for retrieval and shall thereafter delete all PHI in Business Associate's possession or control and shall retain no copies of such PHI. If such return or destruction is not feasible, Business Associate will extend the protections of this BAA to such Protected Health Information and will limit further Uses and Disclosures of such information to those purposes which make the retrieval or destruction of such information infeasible. For purposes of this BAA, de-identified information does not constitute Protected Health Information and is not subject to return or destruction under this Section.

6. MISCELLANEOUS

- 6.1. **Entire Agreement.** This BAA and the Underlying Arrangement (and the exhibits and schedules thereto) constitute the complete agreement between the Parties relating to the matters specified in this BAA, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. This BAA is for the benefit of, and will be binding upon the Parties, their Affiliates and respective successors and assigns.
- 6.2. **Severability.** Any provision of this BAA that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining

provisions of this BAA or affecting the validity or enforceability of such remaining provisions.

- 6.3. **Conflicts.** In the event of any conflict between the terms of this BAA and the terms of the Underlying Arrangement or any such later agreement(s), the terms of this BAA will control unless the terms of such Underlying Arrangement are more strict with respect to Protected Health Information and comply with HIPAA, or the Parties specifically otherwise agree in writing.
- 6.4. **Amendment.** To be effective, any amendment or modification of this BAA must be in writing and signed by or on behalf of each of the Parties hereto. Such amendment, alteration or change will in no way affect the other terms and conditions of this BAA, which in all other respects will remain in full force and effect in accordance with its terms.
- 6.5. **Interpretation.** Any ambiguity in this BAA shall be resolved to permit the Parties to comply with HIPAA and other Applicable Law.
- 6.6. **Notices.** All notices and other communications required or permitted under this BAA must be in writing and shall be done in accordance with the treatment of notices in the Underlying Agreement.
- 6.7. **Counterparts.** The parties may execute this BAA in counterparts, including PDF or other electronic copies, which taken together will constitute one instrument.
- 6.8. **No Third Party Beneficiaries.** Except as otherwise provided herein or in the Underlying Arrangement, no third party will be considered a third-party beneficiary under this BAA, nor will any third party have any rights as a result of this BAA.

7. DEFINITIONS

- 7.1. **"Applicable Law"** means the laws and regulations applicable to the processing of information pursuant to this BAA.
- 7.2. **"Breach"** has the same meaning as the term "breach" in 45 CFR § 164.402.
- 7.3. **Business Associate** has the same meaning as the term "business associate" in 45 CFR § 160.103.
- 7.4. **"Business Associate Agreement" or "BAA"** means an agreement satisfying HIPAA requirements for contracts with "business associates", including 45 CFR § 164.504(e)(1).
- 7.5. **"Covered Entity"** has the same meaning as the term "covered entity" in 45 CFR § 160.103.
- 7.6. **"Data Aggregation"** has the same meaning as the term "data aggregation" in 45 CFR § 164.501.
- 7.7. **"Designated Record Set"** has the same meaning as the term "designated record set" in 45 CFR § 164.501.

- 7.8. **"Disclose"** or **"Disclosure"** has the same meaning as the term "Disclosure" in 45 CFR § 160.103.
- 7.9. **"Electronic Protected Health Information"** or **"ePHI"** has the same meaning as the term "electronic protected health information" in 45 CFR § 160.103, limited to the information created, received, maintained or transmitted by Business Associate for, or on behalf of, Covered Entity.
- 7.10. **"Individual"** has the same meaning as the term "individual" in 45 CFR § 160.103 and includes any person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- 7.11. **"Privacy Standards"** means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended by the HITECH Act and as may otherwise be amended from time to time.
- 7.12. **"Protected Health Information"** or **"PHI"** has the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate for, or on behalf of, Covered Entity. As used in this BAA and where otherwise specified, Protected Health Information includes Electronic Protected Health Information.
- 7.13. **"Required by Law"** has the same meaning as the term "required by law" in 45 CFR § 164.103.
- 7.14. **"Secretary"** means the Secretary of the U.S. Department of Health and Human Services or his or her designee.
- 7.15. **"Security Incident"** has the same meaning as the term "security incident" in 45 CFR § 164.304.
- 7.16. **"Security Standards"** means the regulations found at 45 CFR Part 160 and Part 164, Subparts A and C, as amended by the HITECH Act and as may otherwise be amended from time to time.
- 7.17. **"Unsecured Protected Health Information"** has the same meaning as the term "unsecured protected health information" in 45 CFR § 164.402.
- 7.18. **"Use"** has the same meaning as the term "use" in 45 CFR § 160.103.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have executed and entered into this BAA as of the Effective Date.

COVERED ENTITY	BUSINESS ASSOCIATE
Ordering Activity under GSA Schedule contracts identified in the Order	Abridge AI, Inc
Signature	Signature
Printed Name	Printed Name
Role	Role
Date	Date