



ZETTAHEALTH SOLUTIONS, INC.
SAAS END-USER-LICENSE AGREEMENT v2



SaaS End User Agreement:

This Software-as-a-Service Agreement (the “Agreement”) is by and between ZettaHealth Solutions, Inc DBA EZ-Fee, RADAware, RADAlliance, RADStats, ZNA, RADWorx.AI, RADPilot, CareNET-360, ZBMS, and (“we”, or “us”), as is defined herein.

WHEREAS, ZettaHealth Solutions, Inc. provides access to this Software-as-a-Service offering to its End Users and the End User Data (as defined below) to its Third-Party Service Providers (who are also deemed a type of End User further as defined below);

WHEREAS End User desires to access this Software-as-a-Service offering described herein, and ZettaHealth Solutions, Inc desires to provide End Users access to such offering, subject to the terms and conditions set forth in this Agreement (“Terms”).

NOW, THEREFORE, in consideration of the mutual covenants, and terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

This Agreement governs your use of this Software-as-a-Service (together, the “Service” or the “Application”)) provided by ZettaHealth Solutions, Inc. By accessing, logging-in, or using the Application, you acknowledge and agree that you have read, understand, and agree to be bound by the Terms. If you do not agree to these Terms, then you have no right to access or use the Services.

IMPORTANT NOTICE: DISPUTES ABOUT THESE TERMS AND THE SERVICES PROVIDED BY PROVIDER ARE SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN THE “MANDATORY ARBITRATION AND CLASS ACTION WAIVER” SECTION BELOW.

ZETTAHEALTH SOLUTIONS Inc IS NOT AN INSURANCE PROVIDER, NOR ARE WE AN INSURANCE COMPANY OR CLEARINGHOUSE. THE ROLE OF ZETTAHEALTH SOLUTIONS, Inc IS STRICTLY LIMITED TO PROCESSING CUSTOMERS DATA TO ASSIST IN GENERATING ACCOUNTS PAYABLE AND ACCOUNTS RECEIVABLES. ZETTAHEALTH SOLUTIONS, Inc IS INDEPENDENT FROM HEALTHCARE PROVIDERS WHO WILL BE PROVIDING SUCH TECHNICAL AND PROFESSIONAL SERVICES TO YOU THROUGH THE SERVICE AND IT IS NOT RESPONSIBLE FOR SUCH HEALTHCARE PROVIDERS’ ACTS, OMISSIONS OR FOR ANY CONTENT OF THE COMMUNICATIONS MADE BY THEM. ZETTAHEALTH SOLUTIONS, Inc DOES NOT ENGAGE IN THE PRACTICE OF MEDICINE OR PROVIDE ANY OTHER HEALTH SERVICES.

IF USERS REGISTER FOR FREE TRIAL OR ARE OTHERWISE GIVEN EVALUATION ACCESS TO PROVIDER’S APPLICATIONS, THIS AGREEMENT WILL ALSO APPLY.



Definitions

“Access Credentials” means any username, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device used, alone or in combination, to verify an individual’s identity and authorization to access and use the Services.

“Action” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.

“Affiliate” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

“End User Data” means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly from End User by or through the Service or that Incorporates or is derived from the Processing of such information, data, or content by or through the Service. For the avoidance of doubt, End User Data does not Include Resultant Data or any other information reflecting the access or use of the Service by or on behalf of any End User.

“End User Systems” means the End User’s information technology infrastructure, Including computers, software, hardware, databases, electronic systems (Including database management systems), and networks, whether operated directly by End User or using third-party services.

“Documentation” means any manuals, instructions, or other documents or materials that the ZettaHealth Solutions, Inc provides or makes available to End User in any form or medium and which describe the functionality, components, features, or requirements of the Services or ZettaHealth Solutions, Inc Materials, Including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

“Harmful Code” means any software, hardware, or other technology, device, or means, Including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent End User from accessing or using the Services or ZettaHealth Solutions, Inc Systems as intended by this Agreement. Harmful Code does not Include any ZettaHealth Solutions, Inc Disabling Device.



“Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, and associated regulations, as may be amended from time to time. The following terms used in this Agreement have the same meaning as those terms under HIPAA: Accounting of Disclosures; Breach; Business Associate; Designated Record Set; HITECH Act; Individual; and Unsecured PHI.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

“Losses” means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, Including reasonable attorneys’ fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“Permitted Use” means any use of the Services by an End User or Third-Party Service Providers for the benefit of an End User and or Third-Party Service Provider in the ordinary course of its internal business operations.

“Person” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unIncorporated organization, trust, association, or other entity.

“Personal Information” means information that End User provides or for which End User provides access to ZettaHealth Solutions, Inc, or information which ZettaHealth Solutions, Inc creates or obtains on behalf of Third Party Service Provider or End User, in accordance with this Agreement that: (i) directly or indirectly identifies an individual (Including, for example, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (Including, without limitation, identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, biometric, genetic, health, or health insurance data, answers to security questions, and other personal identifiers).

“PHI” means “protected health information” as that term is used under HIPAA. “User PHI” means PHI that ZettaHealth Solutions, Inc receives from or on behalf of End User or creates on behalf of End User.



“Process” means to take any action or perform any operation or set of operations that the Service is capable of taking or performing on any data, information, or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or block, erase, or destroy. “Processing” and “Processed” have correlative meanings.

“ZettaHealth Solutions, Inc Disabling Device” means any software, hardware, or other technology, device, or means (including any back door, time bomb, time out, drop dead device, software routine, or other disabling device) used by ZettaHealth Solutions, Inc or its designee to disable End User’s access to or use of the Service automatically with the passage of time or under the positive control of ZettaHealth Solutions, Inc or its designee.

“ZettaHealth Solutions, Inc Materials” means the Service, Specifications, Documentation, and ZettaHealth Solutions, Inc Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by ZettaHealth Solutions, Inc or any Subcontractor in connection with the Service or otherwise comprise or relate to the Service or ZettaHealth Solutions, Inc Systems. For the avoidance of doubt, ZettaHealth Solutions, Inc Materials include Resultant Data, and any information, data, or other content derived from ZettaHealth Solutions, Inc’s monitoring of End User’s access to or use of the Services, but do not include End User Data.

“ZettaHealth Solutions, Inc Personnel” means all individuals involved in providing the Service, including but not limited to, employees, agents, or independent contractors of ZettaHealth Solutions, Inc, or any Subcontractor.

“ZettaHealth Solutions, Inc Systems” means the information technology infrastructure used by or on behalf of ZettaHealth Solutions, Inc in providing the Service, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by ZettaHealth Solutions, Inc, or through the use of third-party services.

“Representatives” means, with respect to a party, that party’s and its Affiliates’ employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensee, subcontractors, and legal advisors.

“Resultant Data” means data and information related to End User’s use of the Service that is used by ZettaHealth Solutions, Inc in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Service.

“Security Rule” means the Security Standards in 45 C.F.R. Part 160 and Part 164, subparts A and C.



“Service” means the Software-as-a-Service offering that is owned by ZettaHealth Solutions, Inc and utilized by ZettaHealth Solutions, Inc, and by End User, to fulfill obligations established in the relevant End User Agreement.

“Specifications” means the specifications for the services being provided by ZettaHealth Solutions, Inc to End User.

“Third-Party Materials” means materials and information, in any form or medium, Including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to ZettaHealth Solutions, Inc.

“Third Party Service Providers” means organizations or other third parties, or otherwise contracted with ZettaHealth Solutions, Inc, to view, access, and utilize End User Data and User PHI and for the ability to use the Service. Third Party Service Providers are also deemed End Users.

SECTION 1: AGREEMENT

We may, from time to time, modify these Terms. If you do not agree to, or cannot comply with, the modified terms, you must stop using the Application. The updated Terms will take effect upon their posting and will apply on a going-forward basis, unless otherwise provided in a notice to you, and except as provided in the Mandatory Arbitration and Class Action Waiver section of these Terms. Your continued use of the Services after any such update constitutes your binding acceptance of such changes.

By using our software, you hereby agree and accept the following:

The information, documents, and data entered, uploaded, or otherwise added within your account can and shall be used by ZettaHealth Solutions, Inc to facilitate communications and discussions between you and ZettaHealth Solutions, Inc, and other potential Third-Party Service Providers and/or vendors and product providers regarding the same.

You shall not enter any false or misleading information in your user account or provide false information.

Use of any false or misleading information by you may result in ZettaHealth Solutions, Inc terminating your account.

Use of the Service, submission of information to your user account, providing an expression of interest, or an application to a third-party service provider through the Service does not create a contractual relationship between ZettaHealth Solutions, Inc, and you, and further does not create any guarantee of services to third parties.

In the event alternative methods of information submission is required by a third-party provider, you acknowledge that the responsibility for providing any such accommodation, as may be required under the Americans with Disability Act, lies solely with the potential third party service provider and that you shall work with the third-party service provider directly to accomplish the same as needed.



By creating a profile and providing User information through the ZettaHealth Solutions, Inc Software-as-a-Service offering, you are authorizing ZettaHealth Solutions, Inc to make the same available to any potential third-party service provider or other entity that ZettaHealth Solutions, Inc, in its sole and absolute discretion, determines may be required to support your account.

ZettaHealth Solutions, Inc. assumes no responsibility and shall not be liable for any of the information you post, send, or receive through the Service.

You are responsible for correcting any Incorrect information you encounter on the platform relating to your account.

You authorize ZettaHealth Solutions, Inc, and potential Third-Party Service Providers to contact you using the contact information you provide, Including specifically contact details such as phone, and may Include SMS messages, emails, automated calls, and pre-recorded messages.

Regarding phone numbers that you enter into the contact details fields, you represent and confirm that those are accurate phone numbers, and you have the right to, and agree to, accept SMS messages, automated calls, and pre-recorded messages to those numbers.

With regard to any reference contact information you provide, you shall only provide business contact information, and you have received pre-approval from each referenced party to provide ZettaHealth Solutions, Inc with their business contact information and for ZettaHealth Solutions, Inc to contact each such referenced party using the business contact information you provide, Including specifically on their personal mobile device if such is used for business purposes, and that such may Include SMS messages, emails, automated calls, and pre-recorded messages. You also acknowledge and confirm that you have received permission to provide this information from the person who has the right to provide such permission regarding the specific phone number being provided.

ZettaHealth Solutions, Inc may, in its sole and absolute discretion, reformat, reword, or restructure the information you submit within the Service, and use such in providing services to Third Party Service Providers, provided that in doing do, it does not negatively impact the accuracy of your data.

ZettaHealth Solutions, Inc shall not be liable or responsible in any manner for the third-party services integrated with or otherwise utilized within the Service, in operating the Service, or providing services to you or potential Third-Party Service Providers.

ZettaHealth Solutions, Inc is not responsible for, and cannot guarantee the accuracy or benefits of, third party communications, application questions, assessments, medical diagnosis, medical treatments, medical advice, etc. and shall not be held responsible for any failure of the platform to send or transmit any communication between you and a potential third-party provider.

ZettaHealth Solutions, Inc does not guarantee that a third-party provider will consider your information or request for services and as such, ZettaHealth Solutions, Inc is not liable for a third-party provider's failure or decision to do so.



ZettaHealth Solutions, Inc does not guarantee the health or safety of any service or product provided by a third party and as such, ZettaHealth Solutions, Inc is not liable for the same.

You understand and agree that ZettaHealth Solutions, Inc provides no protection for any information, documents, data, medical records, etc. you share with potential Third-Party Service Providers.

You agree that ZettaHealth Solutions, Inc assumes no liability for misuse of the information, documents, medical records, and other information you provide or upload.

From time to time, Beta versions of Services or a portion thereof may be made available. If and the extent such Beta versions are offered, they will be marked as “Beta” and will be provided without warranty of any kind to End Users and on an AS IS basis. The use of Beta Services is entirely voluntarily. ZettaHealth Solutions, Inc provides Beta versions of Services to assist ZettaHealth Solutions, Inc with testing functionality, determining their utility, and gathering general feedback on certain features of the Services. However, by their nature End User understands that Beta Services are highly likely to contain defects, and that should End User’s elect to work with Beta Services, that they may encounter serious performance problems and/or loss of data. ZettaHealth Solutions, Inc may discontinue Beta Services at any time at our sole discretion. We will have no liability for any harm or damage arising out of or in connection with the use of a Beta Service.

Miscellaneous.

Audit Procedure. ZettaHealth Solutions, Inc, or its nominee (Including its accountants and auditors) may, in ZettaHealth Solutions, Inc’s sole discretion, inspect and audit End User’s use of the Services under this Agreement at any time during the Term and for 3 years following the termination or earlier expiration of this Agreement. The End User shall make available all such books, records, equipment, information, and personnel, and provide all such cooperation and assistance, as may be requested by or on behalf of ZettaHealth Solutions, Inc with respect to such an audit. ZettaHealth Solutions, Inc shall only examine information directly related to End User’s use of the Software.

Relationship of the Parties.

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

Public Announcements.

Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement,



otherwise use the other party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided, however, that ZettaHealth Solutions, Inc may, without End User's consent, Include End User's name and other indicia in its lists of ZettaHealth Solutions, Inc's current or former End Users of ZettaHealth Solutions, Inc in promotional and marketing materials.

Notices.

Any notice, request, consent, claim, demand, waiver, or other communications under this Agreement have legal effect only if in writing and addressed to each party as provided in the relevant End User Agreement (or to such other address or such other person that such party may designate from time to time in accordance with this Section. Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the fifth (5th) business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

Interpretation.

For purposes of this Agreement: (a) the words "Include," "Includes," and "Including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender Include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments, and appendices attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and Includes any successor legislation thereto and any regulations promulgated thereunder. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

Headings.

The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

Entire Agreement.

This Agreement, together with the End User Agreement, Application Terms of Use, Acceptable Use Policy, and Privacy and Data Protection Policy, constitutes the sole and entire agreement of the parties with



respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any Inconsistency between the statements made in the body of this Agreement, the related exhibits, schedules, attachments, and appendices (other than an exception expressly set forth as such therein), the following order of precedence governs: (a) first, this Agreement, excluding its exhibits, schedules, attachments, and appendices; (b) second, the exhibits, schedules, attachments, and appendices to this Agreement as of the Effective Date; and (c) third, any other documents Incorporated herein by reference.

Assignment.

End User shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without ZettaHealth Solutions, Inc's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving End User (regardless of whether End User is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which ZettaHealth Solutions, Inc's prior written consent is required. No assignment, delegation, or transfer will relieve End User of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

Force Majeure.

No Breach or Default. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "Force Majeure Event"), Including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, Including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either party may terminate this Agreement if a Force Majeure Event affecting the other party continues substantially uninterrupted for a period of 60 days or more.

Affected Party Obligations.

In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt written notice to the other party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.



No Third-Party Beneficiaries.

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Amendment and Modification; Waiver.

No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of this Agreement and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Severability.

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Governing Law; Submission to Jurisdiction.

This Agreement is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Florida. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Florida in each case located in the city of Fort Lauderdale, and County of Sarasota, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

Waiver of Jury Trial.

Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.



Equitable Relief.

End User acknowledges and agrees that a breach or threatened breach by End User of any of its obligations, would cause ZettaHealth Solutions, Inc irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, ZettaHealth Solutions, Inc will be entitled to equitable relief, Including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

Attorneys' Fees.

In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party against the other party arising out of or related to this Agreement, the prevailing party is entitled to recover its actual attorneys' fees and court costs from the non-prevailing party.

Counterparts.

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

SECTION 2: SCOPE OF SERVICE

Scope of Services.

Access and Use. Subject to and conditioned on End User compliance with the terms and conditions of this Agreement, ZettaHealth Solutions, Inc hereby grants End User a non-exclusive, non-transferable (except in compliance with Section 3) right to access and use the Service, solely for use by End Users in accordance with the terms and conditions contained herein. Such use is limited to End User internal use.

Documentation License.

ZettaHealth Solutions, Inc hereby grants to End User a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 3) license to use the Documentation solely for End User's internal business purposes in connection with its use of the Services.

Service and System Control.

Except as otherwise expressly provided in this Agreement, as between the parties: (a) ZettaHealth Solutions, Inc has and will retain sole control over the operation, provision, maintenance, and management of the ZettaHealth Solutions, Inc Materials; and (b) End User has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the End User Systems, and sole responsibility for all access to and use of the ZettaHealth Solutions, Inc Materials by any Person by



or through the End User Systems or any other means controlled by End User, Including any: (i) information, instructions, or materials provided by any of them via the Service or by the ZettaHealth Solutions, Inc; (ii) results obtained from any use of the Services or ZettaHealth Solutions, Inc Materials; and (iii) conclusions, decisions, or actions based on such use.

Reservation of Rights.

Nothing in this Agreement grants any right, title, or interest in or to (Including any license under) any Intellectual Property Rights in or relating to, the Service, ZettaHealth Solutions, Inc Materials, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Service, the ZettaHealth Solutions, Inc Materials, and the Third-Party Materials are and will remain with ZettaHealth Solutions, Inc, and the respective rights holders in the Third-Party Materials.

Changes.

ZettaHealth Solutions, Inc reserves the right, in its sole discretion, to make any changes to the Services and ZettaHealth Solutions, Inc Materials that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of ZettaHealth Solutions, Inc's services to its End Users; (ii) the competitive strength of or market for ZettaHealth Solutions, Inc's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable Law.

Subcontractors.

Unless otherwise specifically agreed to in signed writing, ZettaHealth Solutions, Inc may from time to time in its discretion engage third parties to fulfill its obligations herein (each, a "Subcontractor").

Suspension or Termination of Services.

ZettaHealth Solutions, Inc may, directly or indirectly, and by use of a ZettaHealth Solutions, Inc Disabling Device or any other lawful means, suspend, terminate, or otherwise deny End User's, or any other Person's access to or use of all or any part of the Services or ZettaHealth Solutions, Inc Materials, without Incurring any resulting obligation or liability, if: (a) ZettaHealth Solutions, Inc receives a judicial order, subpoena, or law enforcement request that expressly or by reasonable implication requires ZettaHealth Solutions, Inc to do so; or (b) ZettaHealth Solutions, Inc believes, in its good faith and sole discretion, that: (i) End User has failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any material instruction or requirement of the Specifications; (ii) End User, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities; or (iii) this Agreement expires or is terminated. This Section does not limit any of ZettaHealth Solutions, Inc's other rights or remedies, whether at law, in equity, or under this Agreement.

Use Restrictions, Service Usage and Data Storage.

Use Restrictions. End User shall not, and shall not permit any other Person to, access or use the Services or ZettaHealth Solutions, Inc Materials except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without



limiting the generality of the foregoing, End User shall not, except as this Agreement expressly permits: (a) copy, modify, or create derivative works or improvements of the Services or ZettaHealth Solutions, Inc Materials; (b) lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services or ZettaHealth Solutions, Inc Materials to any Person, Including on or in connection with the internet, a software as a service, cloud, or other technology or service; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services or ZettaHealth Solutions, Inc Materials, in whole or in part; (d) bypass or breach any security device or protection used by the Services or ZettaHealth Solutions, Inc Materials or access or use the Services or ZettaHealth Solutions, Inc Materials other than by an End User through the use of his or her own then valid Access Credentials; (e) input, upload, transmit, or otherwise provide to or through the Services or ZettaHealth Solutions, Inc Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code; (f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, ZettaHealth Solutions, Inc Systems, or ZettaHealth Solutions, Inc's provision of services to any third party, in whole or in part; (g) remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services or ZettaHealth Solutions, Inc Materials, Including any copy thereof; (h) access or use the Services or ZettaHealth Solutions, Inc Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (Including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other ZettaHealth Solutions, Inc End User), or that violates any applicable Law; (i) access or use the Services or ZettaHealth Solutions, Inc Materials for purposes of competitive analysis of the Services or ZettaHealth Solutions, Inc Materials, the development, provision, or use of a competing software service or product or any other purpose that is to the ZettaHealth Solutions, Inc's detriment or commercial disadvantage; (j) access or use the Services or ZettaHealth Solutions, Inc Materials in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Services could lead to personal injury or severe physical or property damage; or (k) otherwise access or use the Services or ZettaHealth Solutions, Inc Materials beyond the scope of the authorization granted under this Section.

SECTION 3: RESPONSIBILITIES OF PARTIES

End User Obligations.

End User will: (a) not request, direct, or cause ZettaHealth Solutions, Inc to use or disclose PHI unless the use or disclosure is in compliance with applicable law relating to the privacy and security of patient data and is the minimum amount necessary for the legitimate purpose of such use or disclosure; (b) notify ZettaHealth Solutions, Inc of any limitation in its notice of privacy practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect ZettaHealth Solutions, Inc's use; (c) notify ZettaHealth Solutions, Inc of any changes in, or revocation of permission by, an Individual to use or



disclose User PHI, to the extent that such changes may affect ZettaHealth Solutions, Inc's use or disclosure of User PHI; and (d) notify ZettaHealth Solutions, Inc of any restriction on the use or disclosure of User PHI that User has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect ZettaHealth Solutions, Inc's use or disclosure of User PHI.

End User and End User Systems and Cooperation.

End User shall at all times during the Term: (a) set up, maintain, and operate in good repair and in accordance with the Specifications all End User Systems on or through which the Service is accessed or used; and (b) provide all cooperation and assistance as ZettaHealth Solutions, Inc may reasonably request to enable ZettaHealth Solutions, Inc to exercise its rights and perform its obligations under and in connection with this Agreement.

Effect of End User Failure or Delay.

ZettaHealth Solutions, Inc is not responsible or liable for any delay or failure of performance caused in whole or in part by End User and End User's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "End User Failure").

Corrective Action and Notice.

If End User becomes aware of any actual or threatened activity prohibited by Section 3, End User shall, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (Including, where applicable, by discontinuing and preventing any unauthorized access to the Service and ZettaHealth Solutions, Inc Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) immediately notify ZettaHealth Solutions, Inc of any such actual or threatened activity.

ZettaHealth Solutions, Inc Duties and Security.

ZettaHealth Solutions, Inc Duties. ZettaHealth Solutions, Inc will: (a) not use or disclose User PHI except (i) as required or permitted by law; (ii) as permitted under the terms of the Agreement or any permission of User under the Agreement; or (iii) as Incidental under HIPAA to another permitted use or disclosure; (b) use reasonable and appropriate safeguards to prevent use or disclosure of User PHI other than as provided in the Agreement; (c) implement administrative, physical, and technical standards in accordance with the Security Rule to protect the confidentiality, integrity, and availability of User PHI in electronic form ("E PHI"); (d) mitigate, to the extent practicable, any harmful effect of a use or disclosure of User PHI by ZettaHealth Solutions, Inc that is known to ZettaHealth Solutions, Inc to violate the requirements of the Agreement; (e) limit its request for User PHI to the minimum amount necessary to accomplish the intended purpose of requests for, and uses and disclosures of, User PHI in accordance with 45 C.F.R. 502(b)(1); (f) report to User as soon as practicable and as required by HIPAA and the HITECH Act any known use or disclosure of User PHI by ZettaHealth Solutions, Inc not as provided by the Agreement and any "Security Incident" with respect to User E PHI as defined in the Security Rule. Additionally, ZettaHealth Solutions, Inc will notify User of any Breach of Unsecured PHI, and such notification shall be made without unreasonable delay following



the date of discovery to enable User to comply with the Breach disclosure requirements under the HITECH Act. ZettaHealth Solutions, Inc shall Include within such notice identification, to the extent possible, of each Individual whose Unsecured PHI has been, or is reasonably believed by ZettaHealth Solutions, Inc to have been, accessed, used, or disclosed through the Breach and any other valuable information known to ZettaHealth Solutions, Inc that User is required to Include in its notice to affected Individuals; (g) require any agent, Including a subcontractor, under the Agreement that creates, receives, maintains, or transmits User PHI on behalf of ZettaHealth Solutions, Inc to agree in writing to substantially the same restrictions and conditions with respect to User PHI and User EPHI that apply through this Agreement to ZettaHealth Solutions, Inc with respect to such PHI; (h) at the request of User, provide access to User PHI in a Designated Record Set to User or, as properly directed by User, to an Individual in order to meet the requirements under 45 C.F.R. §164.524; (i) at the request of User, make any amendment to User PHI in a Designated Record Set that User properly directs or agrees to pursuant to 45 C.F.R. §164.526; (j) make its internal practices, books, and records relating to the use and disclosure of User PHI available to the Secretary of Health and Human Services for purposes of the Secretary's determination of compliance with HIPAA requirements; (k) document such disclosures of User PHI and information related to such disclosures as would be required to respond to a request for an Accounting of Disclosures of it in accordance with 45 C.F.R. §164.528; and (l) provide to User information collected in accordance with this Section to respond to an appropriate request for an Accounting of Disclosures of User PHI.

SECTION 4: QUALITY ASSURANCE AND COMPLIANCE

Prohibited Data.

End User acknowledges that the Services are not designed with security and access management for Processing the following categories of information: (a) data that is classified and or used on the U.S. Munitions list, Including software and technical data; (b) articles, services, and related technical data designated as defense articles or defense services; and (c) ITAR (International Traffic in Arms Regulations) related data, (each of the foregoing, "Prohibited Data"). End User shall not, and shall not permit, any other Person to provide any Prohibited Data to, or Process any Prohibited Data through, the Services, the ZettaHealth Solutions, Inc Systems, or any ZettaHealth Solutions, Inc Personnel. The End User is solely responsible for reviewing all End User Data and shall ensure that no End User Data constitutes or contains any Prohibited Data.

End User Control and Responsibility.

End User has and will retain sole responsibility for: (a) all End User Data, Including its content and use; (b) all information, instructions, and materials provided by or on behalf of End User in connection with the Services; (c) End User's information technology infrastructure, Including computers, software, databases, electronic systems, and networks, whether operated directly by End User or through the use of third-party services ("End User Systems"); (d) the security and use of End User's and Access Credentials; and (e) all access to and use of the Services and ZettaHealth Solutions, Inc Materials directly or indirectly by or through the End User Systems or Access Credentials, with or without End User's knowledge or consent,



Including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

Access and Security.

End User shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of End User Data, Including the uploading or other provision of End User Data for Processing by the Services.

Application Privacy Policy.

This ZettaHealth Solutions, Inc's Privacy Policy (the "Policy") applies to the Application's Users. ZettaHealth Solutions, Inc makes the Application available to individuals ("Users" or "you"). All activities engaged in through the Application are subject to this Policy. This Policy explains what information ZettaHealth Solutions, Inc collects about its Users, how ZettaHealth Solutions, Inc uses and/or shares this information, and how such information is maintained. By using the Application, you accept the terms of this Policy. This Policy applies only with respect to the information collected by ZettaHealth Solutions, Inc through the Application, and not any information collected or obtained through other methods or sources. Please note that ZettaHealth Solutions, Inc may change this Policy at any time (See "Changes to this Policy," below), and that ZettaHealth Solutions, Inc may in the future use your information for additional purposes not currently Included in this Policy. ZettaHealth Solutions, Inc collects Users' personally-identifiable information ("PII") that is volunteered by Users. Examples of PII that may be requested and/or collected Include but are not limited to: first and last name, address, zip code, email address, telephone number, facsimile number, and company or business identity. From time to time, ZettaHealth Solutions, Inc may also present opportunities for Users to voluntarily provide additional information about themselves.

We also use information that is automatically collected, to understand more about our Application, to determine how users navigate our Application, to improve Application performance, to protect the security and integrity of our Application and business, to identify and protect our systems from fraudulent activity and access, to provide advertising that may be of interest to our users, and to monitor legal compliance.

SECTION 5: CONFIDENTIALITY AND DATA SECURITY

Automatic Information Collection and Tracking.

When you download, access, and use our Application, it may use technology to automatically collect:

Usage Details.

When you access and use the Application, we may automatically collect certain details of your access to and use of the Application, Including location data, logs, and other communication data and the resources that you access and use on or through the Application.



Device Information.

We may collect information about your mobile device and internet connection, including the device's unique device identifier, IP address, operating system, browser type, mobile network information, and the device's telephone number.

Stored Information and Files.

The Application also may access metadata and other information associated with other files stored on your device. This may include, for example, photographs, audio and video clips, personal contacts, and address book information.

Location Information.

When you enable the tracking feature in the Application, the Application will track your location when you are signed into the Application. Once you disable the tracking feature, the location tracking stops. The location tracking collected is real-time information about the location of your device when you are signed into the Application.

Use and Sharing of PII and other information we collect.

ZettaHealth Solutions, Inc uses PII and other information we collect to provide the User with information about ZettaHealth Solutions, Inc's Services, and to provide ZettaHealth Solutions, Inc's third-party vendors with information about User's needs in accordance with HIPPA.

YOUR USE OF THE APPLICATION SERVES AS YOUR ACKNOWLEDGEMENT AND APPROVAL OF THIS PRACTICE. IF YOU WANT TO ENSURE THAT YOUR PII IS NOT AVAILABLE TO THIRD PARTIES, YOU MUST DISCONTINUE YOUR USE OF THE APPLICATION.

Users' PII and other information we collect may also be used to: deliver and improve our services; manage our business; manage your access and provide you with customer support; perform research and analysis about your use of, or interest in, our or others products, services, or content; communicate with you by email, postal mail, telephone and/or mobile devices about products or services that may be of interest to you either from us or other third parties; develop, display, and track content and advertising tailored to your interests on our Service and other Applications or applications, including providing our advertisements to you when you visit other websites or applications; analyze data about our Application (i.e., analytics); verify your eligibility to utilize our Service; enforce or exercise any rights in our Terms of Service; and perform functions or services as otherwise described to you at the time of collection.

PII and other information collected by us may be added to our databases and used for future marketing purposes, including but not limited to email and direct marketing. We may also share your PII with third-party vendors that perform certain services on our behalf. These services may include fulfilling orders, providing customer service and marketing assistance, performing business and sales analysis, ad tracking and analytics, member screenings, supporting our Application functionality, and supporting other features



offered as part of our services. These vendors may have access to personal information needed to perform their functions but are not permitted to share or use such information for any other purposes.

In addition, we may also disclose Users' PII and other information we collect in order to: (1) comply with applicable laws (Including, without limitation, the CAN-SPAM Act); (2) respond to governmental inquiries; (3) comply with valid legal process; (4) protect the rights or property of ZettaHealth Solutions, Inc, Including without limitation, filing copyright applications with the Library of Congress, Copyright Office, or (5) protect the health and personal safety of any individual. By submitting PII through the Application, you agree that PII may be used in any manner contemplated in this section.

How PII is Protected.

We appreciate our Users and take your privacy seriously. Any PII that is stored on our computers is protected from unauthorized access and use via passwords as well as other standard industry-acknowledged means. Our servers which store this information are protected by a firewall. We take additional precautions for PII which is especially sensitive, such as financial information. We will only request or transmit this information over secure Internet connections using precautions such as Secure Sockets Layer (SSL) encryption, security keys and password authentication from any third parties receiving this information. Though we take the utmost precautions to protect your PII, please be informed that no data transmission over a cellular phone or the Internet, nor any storage of information on servers or other media, is ever 100% completely secure. While we aim to protect your PII to the greatest extent possible, this policy is not intended to be, and should not be construed as, a warranty or guarantee of absolute security of your PII. As always, you should use common sense whenever you disclose personal information over the Internet or a cellular network, regardless of the applications or Application(s) you use. If you suspect that your PII is being used in connection with the Application in a manner contrary to this Privacy Policy, please let us know immediately. To contact us, please send an email to support@zettahealth.co.

Non-Personally Identifiable Information.

ZettaHealth Solutions, Inc may also collect certain non-personally identifiable information, Including but not limited to the information more fully described below. Authentication Tokens. ZettaHealth Solutions, Inc may use authentication tokens on the Application. Authentication tokens are small pieces of information that enable the Application to more easily communicate and interact with the User. For example, ZettaHealth Solutions, Inc may place an authentication token on a User`s mobile device if a User uses that device to register for ZettaHealth Solutions, Inc`s Application. The next time that User uses the Application, ZettaHealth Solutions, Inc`s server will recognize the authentication token (and the User) and allow the User to perform certain actions immediately without having to log in.

Mobile Device Identifiers.

ZettaHealth Solutions, Inc may collect information about the mobile devices from which you access the Application. We may collect and store the unique identifier assigned to your mobile device(s) by the manufacturer, or other identifying information about your device.



Cookies.

To provide better service and a more effective Application, we sometimes use first-party and third-party “cookies” as part of our interaction with your browser. A cookie is a small text file placed on your computer’s hard drive by our web page server. Cookies are commonly used in applications and do not harm your system. By configuring your preferences or options in your browser, you determine if and how a cookie will be accepted. We use cookies to determine if you have previously visited our Application and the pages you have visited, and for a number of administrative, marketing or remarketing purposes. We use both first-party and third-party cookies for different purposes:

First-party cookies and third-party cookies.

Cookies can be first-party or third-party. A first-party cookie is one that you receive directly from the Company when visiting our Application. A third-party cookie is one that you have received from another party, such as Google or Facebook. We do not control what third parties do on other Applications. However, we may work with certain third-party providers such as Google or Facebook to permit their cookies to function through our Application so we can learn more about your web experience on our Application and better personalize our services for you.

Persistent and session cookies.

A persistent cookie is a cookie that is stored by the web browser on your device until it expires, or you delete it. The expiration of a persistent cookie is determined by the creator of the cookie and can be upon a certain date or after a length of session time has passed. This means that, for the cookie’s entire lifespan, its information will be transmitted to the creator’s server every time the user visits the Application that it belongs to, or another website or application configured to check for that cookie (such as an advertisement placed on that website or application). For this reason, persistent cookies are also called “tracking cookies.” A session cookie is created temporarily on your device for use by the Application during your visit. This type of cookie may store information you enter and track your activity within the Application. A session cookie is deleted after you leave the Application or when the Application is closed. A good example of a session cookie is the shopping cart on an e-commerce Application. The session cookie stores the items that you add to your cart, so they are not forgotten while you view products on other pages of the Application. Using a session cookie, the items will all be in the cart when you go to the checkout page.

Other Data.

All photographs, opinions, ideas, suggestions, other feedback, and all other information submitted by You through the Application may be used by us without any restriction and free of charge. In certain areas of our Application, such as when you request more information, should you abandon a form on our Application, your information may still be collected and utilized for notices or communications pertaining to the Application, products or services. If you choose not to provide personal information, you can still browse most of our Application (the areas that do not require registration) anonymously. If you place a call to us, whether by landline or mobile device, we may also capture your phone number and any other



information you provide during the call. This information may also be used to communicate with you about the Application, products or services via phone, mail, email, social media or third-party applications.

When you visit our Application, we may directly and through third-party service providers automatically log certain information about your visit Including: the pages you visit while on our Application; the IP address of a referring Application, if any; the type of browser, device or hardware you are using; your IP address and general geographic information; and the date and time you accessed our Application. Through the use of third-party tools, such as Google Analytics (Remarketing, Display Network Impression Reporting, Demographics and Interest Reporting, and other integrated services), we may also collect certain demographic information and information about interests from a portion of the users to our Application. This information may link to personal data that you voluntarily provide to us which will allow us to serve interest-based ads and content.

Although the information collected through the foregoing methods does not itself contain any PII, ZettaHealth Solutions, Inc may analyze and match such information with other information that you provide (Including PII) as well as information that ZettaHealth Solutions, Inc may obtain elsewhere, and ZettaHealth Solutions, Inc may share all or some of such information with other third parties. ZettaHealth Solutions, Inc may also disclose non-PII in order to comply with applicable laws; respond to governmental inquiries; comply with valid legal process; or protect the rights or property of ZettaHealth Solutions, Inc or Users of the Application.

Access to Your Information.

If you want to review, correct or change your User information, please submit your request in writing to support@zettahealth.co.

Third Party Services. ZettaHealth Solutions, Inc's communications to you as well as the Application, may contain links to the Applications of other providers of products and services that may be of interest to you. We may also use third-party service providers to serve interest-based advertisements on our behalf on our Application(s), social media networks and across the Internet. These advertising service providers may collect non-identifiable information about your visits to our Application, and your interactions with our products and services. Such non-identifiable information does not include your name, address, email address or other personal information. The information is collected through the use of cookies and pixel tags (also known as action tags), which is industry-standard technology used by most major Applications. Interest-based ads are then displayed based on the information that is collected.

In addition to the information about your visits to our Application, our service providers may also use the information about your visits to other Applications to target advertisements for programs and services available from us.

When you click the link to one of these other entities, you will leave the Application and be connected to the website or application of such entity. In such an event, this Policy will not apply to your use of, and activities on, those third-party websites or applications. ZettaHealth Solutions, Inc does not have any control over the information handling practices of these other entities, and you should familiarize yourself



with the privacy policies of such other entities before you share any PII with them. We encourage you to read all other legal notices posted by these other entities as well. ZettaHealth Solutions, Inc shall have no responsibility or liability for your visitation to, and the data collection and use policies and practices of, these other entities.

While ZettaHealth Solutions, Inc takes reasonable precautions to safeguard information transmitted between ZettaHealth Solutions, Inc and Users of the Application ZettaHealth Solutions, Inc may be unable to prevent unauthorized access to such information by third parties or inadvertent disclosure of such information. Users acknowledge this risk when communicating with ZettaHealth Solutions, Inc.

Consent to Processing.

By providing PII and other information to ZettaHealth Solutions, Inc, Users of the Application fully understand and unambiguously consent to the collection and processing of such information in, and the transfer of such information to, the United States and other countries or territories, in accordance with the terms of this Policy.

Transfer in Certain Circumstances.

In its sole discretion, ZettaHealth Solutions, Inc may transfer, sell or assign information collected on or about Users of the Application, including without limitation, PII and other User-provided information, to one or more third parties as a result of the sale, merger, consolidation, change in control, transfer of substantial assets, reorganization or liquidation of ZettaHealth Solutions, Inc.

Opt Out.

We honor all requests to be removed from our marketing lists. If you do not want to receive e-mail, telephone messages or direct mail from us, contact us at support@zettahealth.co and we will remove your name from our in-house list and add you to our marketing suppression list. You will also have an opportunity to add your phone number to our internal "Do Not Call" list during each phone call you receive from us. You will further have the ability to opt-out or manage certain advertising preferences through links provided in marketing and promotional e-mails you may receive. We honor all requests to be removed from our e-mailing lists within thirty days, and update our suppression list every ten days. If you prefer to learn about new offers from us through a specific medium — for example, through the mail — simply let us know your preference by sending us an email at support@zettahealth.co.

We are fully committed to complying with your wishes regarding receiving commercial e-mail messages from us and with the laws regarding unsolicited e-mail. If for any reason you receive a commercial message directly from us or on our behalf more than thirty days after making a request to be taken off our mailing list, we would request that you forward a copy of the e-mail to support@zettahealth.co with a brief explanation of your efforts to unsubscribe and the approximate timeframe you made the request. We will immediately investigate the matter, confirm that you have been removed, and provide a written response to you detailing our efforts. Please note that requests to be removed from our direct mail list will be processed as soon as possible, but given the nature of direct mail, it may be impossible to prevent a



mailing that is being processed or underway from reaching you. If you receive multiple mailings from us after your request, please contact us at support@zettahealth.co.

Notice to California Residents.

This Section is for California Residents and supplements the information contained in this Privacy Policy. As used in this Section, “consumers” or “you” applies solely to those people who reside in the State of California. We add this notice to comply with the California Consumer Privacy Act of 2018 (“CCPA”) and other California privacy laws. Any terms defined in the CCPA have the same meaning when used in this Section.

Sale of Data.

We do NOT “sell” personal information as defined by the CCPA. We will continue to monitor and review our processing activities and will notify you if this changes and take the appropriate steps to stay in compliance with the CCPA.

Information We Collect.

We collect information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device (“personal information”). In particular, we have collected the following categories of personal information from consumers within the last twelve (12) months:

Category | Examples | Collected Data

A. Identifiers.

A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, or other similar identifiers.

(YES)

B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).

A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information Included in this category may overlap with other categories.

(YES)

C. Protected classification characteristics under California or federal law.



Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (Including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (Including familial genetic information).

(YES)

D. Commercial information.

Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

(NO)

E. Biometric information.

Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.

(NO)

F. Internet or other similar network activity.

Browsing history, search history, information on a consumer's interaction with our website, application, or advertisement.

(YES)

G. Geolocation data.

Physical location or movements.

(NO)



H. Sensory data.

Audio, electronic, visual, thermal, olfactory, or similar information.

(NO)

I. Professional or employment-related information.

Current or past job history or performance evaluations.

(NO)

J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).

Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.

(NO)

K. Inferences drawn from other personal information.

Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

(NO)

Personal information does not include:

- Publicly available information from government records.
- De-identified or aggregated consumer information.
- Information excluded from the CCPA's scope
- We obtain the categories of personal information listed above from the following categories of sources:
 - Directly from you. For example, from documents that you provide to us related to the services for which you engage us.
 - Indirectly from our customers or their agents. For example, through information we collect from you in the course of providing services to you.
 - Directly and indirectly from activity on our Application. For example, from submissions through our Application portal or Application usage details collected automatically.



- From third-parties that interact with us in connection with the services we provide.
- From customers for whom we provide services.

Use of Personal Information. We may use or disclose the personal information we collect for one or more of the following business purposes:

- To fulfill or meet the reason for which the information is provided. For example, if you provide us with personal information in order to enroll in a course, we will use that information to assist you in enrolling in such course.
- To provide you with information, products or services that you request from us.
- To provide you with email alerts, event registrations and other notices concerning our products or services, or events or news that may be of interest to you.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collections.
- To improve our Application and present its contents to you.
- For testing, market research, analysis and product development.
- As necessary or appropriate to protect the rights, property or safety of us, our clients or others.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- As described to you when collecting your personal information or as otherwise set forth in the CCPA.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.
- We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or Incompatible purposes without providing you notice.

Sharing Personal Information.

We may disclose your personal information to a third party for business purposes. When we disclose personal information for a business purpose, we enter into a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We disclose your personal information for a business purpose to the following categories of third parties:

- Service providers.
- Third parties to whom you or your agents authorize us to disclose your personal information in connection with products or services we provide to you or to those third parties whose products or offerings we deem, in our sole discretion, to be of interest to you.



In the preceding twelve (12) months, we have not sold any personal information.

Your Rights and Choices:

- The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.
- Access to Specific Information and Data Portability Rights

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, we will disclose to you:

- The categories of personal information we collected about you.
- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting or selling that personal information.
- The categories of third parties with whom we share that personal information.
- The specific pieces of personal information we collected about you (also called a data portability request).

If we sold or disclosed your personal information for a business purpose, two separate lists disclosing:

- sales, identifying the personal information categories that each category of recipient purchased; and
- disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights.

You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or our service providers to:

- Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- Debug products to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546).



- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- Comply with a legal obligation.
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.
- Exercising Access, Data Portability, and Deletion Rights. To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us by emailing us at support@zettahealth.co.
- Only you or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.
- You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:
- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.
- We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. Making a verifiable consumer request does not require you to create an account with us.
- We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

Response Timing and Format.

We endeavor to respond to a verifiable consumer request within 45 days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. If you have an account with us, we will deliver our written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option. Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.



Non-Discrimination.

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, Including through granting discounts or other benefits, or imposing penalties.
- Provide you with a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Confidentiality.

Confidential Information. In connection with this Agreement each party (as the “Disclosing Party”) may disclose or make available Confidential Information to the other party (as the “Receiving Party”). Subject to Section 7, “Confidential Information” means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, Including information consisting of or relating to the Disclosing Party’s technology, trade secrets, know-how, business operations, plans, strategies, End Users, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as “confidential”. Without limiting the foregoing: all ZettaHealth Solutions, Inc Materials are the Confidential Information of ZettaHealth Solutions, Inc.

Exclusions.

Confidential Information does not Include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party’s or any of its Representatives’ noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party’s knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall: (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement and ZettaHealth Solutions, Inc’s agreements with its Third Party Service Providers; (b) except as may be permitted by and subject to its compliance with Section 7, not disclose or permit access to Confidential Information other than to its Representatives and Third Party Service Providers who: (i) need to know such Confidential Information for purposes of the Receiving Party’s exercise of its rights or performance of its obligations under and in accordance with this Agreement and ZettaHealth Solutions,



Inc's agreements with its Third Party Service Providers; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 7; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 7; (c) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; (d) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and use commercially reasonable efforts to prevent further unauthorized use or disclosure; (e) ensure its Representatives' compliance with, and be responsible and liable for, any of its Representatives' non-compliance with, the terms of this Section. For clarity, nothing in this Section 7 prohibits ZettaHealth Solutions, Inc from sharing User Data, even if such is considered Confidential Information, with Third Party Service Providers and to perform the Services. Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section 7 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

Compelled Disclosures.

If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under this Section; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

Intellectual Property Rights.

ZettaHealth Solutions, Inc Materials. All right, title, and interest in and to the ZettaHealth Solutions, Inc Materials, Including all Intellectual Property Rights therein, are and will remain with ZettaHealth Solutions, Inc and, with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, Including all Intellectual Property Rights, in and to the Third-Party Materials. End User has no right, license, or authorization with respect to any of the ZettaHealth Solutions, Inc Materials except as expressly set forth in Section 3 or the applicable third-party license, in each case subject to Section 3. All other rights in and to ZettaHealth Solutions, Inc Materials are expressly reserved by ZettaHealth Solutions, Inc. In furtherance of the foregoing, the User hereby unconditionally and irrevocably grants ZettaHealth Solutions,



Inc an assignment of all rights, title, and interest in and to the Resultant Data, Including all Intellectual Property Rights relating thereto.

End User Data.

As between End User and ZettaHealth Solutions, Inc, End User is and will remain the sole and exclusive owner of all right, title, and interest in and to all End User Data, Including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in Section 3.

Consent to Use End User Data and User PHI.

End User acknowledges its understanding that organizations or other third parties have paid, or otherwise contracted with ZettaHealth Solutions, Inc, to view, access, and utilize End User Data and User PHI and for the ability to view the Service ("Third Party Service Providers") and such Third-Party Service Providers have separately entered into agreements with us (in either case, "Third Party Service Provider Agreement") to allow for the same. End User hereby irrevocably grants all such rights and permissions in or relating to End User Data and User PHI as are necessary or useful to ZettaHealth Solutions, Inc, its Subcontractors, and the ZettaHealth Solutions, Inc Personnel to enforce this Agreement and exercise ZettaHealth Solutions, Inc's, its Subcontractors', and the ZettaHealth Solutions, Inc Personnel's rights and perform ZettaHealth Solutions, Inc's, its Subcontractors', and the ZettaHealth Solutions, Inc Personnel's obligations hereunder and in the aforementioned Third Party Service Provider Agreement. For clarity, ZettaHealth Solutions, Inc's use and disclosure of End User Data and User PHI is permitted for the following purposes: (a) to provide the Service to User and Third Party Service Providers (Including, but not limited to, receipt from and disclosure to Third Party Service Providers, and others in order to provide the Service to User and obligations Third Party Service Provider under Third Party Service Provider Agreements); (b) as expressly permitted in the Agreement; (c) as required by law; (d) to provide data aggregation services; (e) for the proper management and administration of ZettaHealth Solutions, Inc, Including, without limitation, making and maintaining reasonable business records of transactions in which ZettaHealth Solutions, Inc has participated or Service has been used (Including back-up documentation); and (f) to de-identify End User Data and User PHI and otherwise use such as part of ZettaHealth Solutions, Inc's business operations.

To the extent ZettaHealth Solutions, Inc uses or discloses End User Data or User PHI for the purposes set forth herein or to carry out ZettaHealth Solutions, Inc's legal responsibilities, ZettaHealth Solutions, Inc will ensure that (i) such disclosures are required by Applicable Law or (ii) ZettaHealth Solutions, Inc obtains prior written reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by Applicable Law or for the purpose(s) for which it was disclosed to the person, and the person notifies ZettaHealth Solutions, Inc of any instances of which it is aware in which the confidentiality of the information has been breached in accordance with the breach notification requirements herein.

SECTION 6: WARRANTY

Representations and Warranties.



Mutual Representations and Warranties. Each party represents and warrants to the other party that: (a) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (b) use of the Services constitutes the legal, valid, and binding obligation of each party, enforceable against such party in accordance with its terms.

Additional End User Representations, Warranties, and Covenants. User represents, warrants, and covenants to ZettaHealth Solutions, Inc that End User owns or otherwise has and will have the necessary rights and consents in and relating to the End User Data so that, as received by ZettaHealth Solutions, Inc and Processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

End User also represents, warrants, and covenants to ZettaHealth Solutions, Inc that End User shall verify the accuracy, completeness, and appropriateness of all information entered into or selected in Service, Including information from the Third-Party Items, before such information is utilized. End User represents and warrants to ZettaHealth Solutions, Inc that (i) all data it provides to ZettaHealth Solutions, Inc or that it selects in Service, Including, but not limited to, credentials, licenses, and other practitioner identifiers and qualifiers, are accurate and in conformity with all legal requirements; (ii) its records appropriately support all information that it enters, selects or approves; (iii) it is duly authorized to enter and access such data; (iv) and ZettaHealth Solutions, Inc is duly authorized to receive, use, and disclose, to Third Party Service Providers and others, such data subject to the terms of this Agreement. Use of and access to the Service, Including, but not limited to, information in the Service and the Service itself, is at the sole risk and responsibility of the End User.

DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION, ALL SERVICES AND PROVIDER MATERIALS ARE PROVIDED "AS IS." PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR PROVIDER MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET END USER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN END USER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

ADDITIONALLY, ALL THIRD-PARTY SERVICE PROVIDER MATERIALS AND SERVICES ARE ENABLED OR PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY SERVICE PROVIDER MATERIALS OR THIRD-PARTY SERVICE PROVIDER SERVICES IS STRICTLY BETWEEN END USER AND THIRD-PARTY SERVICE PROVIDER.



SECTION 7: INDEMNIFICATION AND LIABILITY

End User Indemnification.

End User shall indemnify, defend, and hold harmless ZettaHealth Solutions, Inc and its Subcontractors and Affiliates, and each of its and their respective officers, directors, employees, agents, successors, and assigns (each, a “ZettaHealth Solutions, Inc Indemnatee”) from and against any and all Losses Incurred by such ZettaHealth Solutions, Inc Indemnatee resulting from any Action by a third party (other than an Affiliate of a ZettaHealth Solutions, Inc Indemnatee) to the extent that such Losses arise out of or result from, or are alleged to arise out of or result from: (a) End User Data, Including any Processing of End User Data by or on behalf of ZettaHealth Solutions, Inc in accordance with this Agreement; (b) any other materials or information (Including any documents, data, specifications, software, content, or technology) provided by or on behalf of End User or any End User, Including ZettaHealth Solutions, Inc’s compliance with any specifications or directions provided by or on behalf of End User or any End User to the extent prepared without any contribution by ZettaHealth Solutions, Inc; (c) allegation of facts that, if true, would constitute End User’s breach of any of its representations, warranties, covenants, or obligations under this Agreement; or (d) negligence or more culpable act or omission (Including recklessness or willful misconduct) by End User, or any third party on behalf of End User, in connection with this Agreement.

Mitigation.

If any of the Services or ZettaHealth Solutions, Inc Materials are, or in ZettaHealth Solutions, Inc’s opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right, or if End User’s use of the Services or ZettaHealth Solutions, Inc Materials is enjoined or threatened to be enjoined, ZettaHealth Solutions, Inc may, at its option and sole cost and expense: (a) obtain the right for End User to continue to use the Services and ZettaHealth Solutions, Inc Materials materially as contemplated by this Agreement; (b) modify or replace the Services and ZettaHealth Solutions, Inc Materials, in whole or in part, to seek to make the Services and ZettaHealth Solutions, Inc Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services and ZettaHealth Solutions, Inc Materials, as applicable, under this Agreement; or (c) by written notice to End User and End User, terminate this Agreement with respect to all or part of the Services and ZettaHealth Solutions, Inc Materials, and require End User and End User to immediately cease any use of the Services and ZettaHealth Solutions, Inc Materials or any specified part or feature thereof.

Sole Remedy.

THIS SECTION SETS FORTH END USER’S SOLE REMEDIES AND PROVIDER’S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND PROVIDER MATERIALS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.



Limitations of Liability.

EXCLUSION OF DAMAGES. IN NO EVENT WILL PROVIDER OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL OR REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

CAP ON MONETARY LIABILITY.

IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF PROVIDER AND ITS LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS PAID TO LICENSOR UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

No claim against ZettaHealth Solutions, Inc of any kind under any circumstances will be filed more than one year after End User, knows of, or in the exercise of reasonable care could know of, such claim or an act or omission of ZettaHealth Solutions, Inc that would give rise to such claim.

SECTION 8: TERMINATION

Termination.

In addition to any other express termination right set forth elsewhere in this Agreement: These Terms are effective unless and until terminated by you or us. We may, in our sole and absolute discretion, deny you access to all or part of the Services at any time for any or no reason at all, with or without notice to you. If we terminate your right to access the Services, these Terms will terminate and all rights you have to access the Services will immediately terminate; however, certain provisions of these Terms will still apply post termination, including without limitation, the Mandatory Arbitration and Class Action Waiver provisions. Termination of your account may also include, at ZettaHealth Solutions, Inc's sole discretion, the deletion of your account and/or User Content.



Effect of Termination or Expiration.

Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement and except as necessary to fulfill ongoing obligations to Third Party Service Providers: (a) ZettaHealth Solutions, Inc will return, destroy, or continue to extend protections to and limit the use and disclosure of End User Data and User PHI, to the extent required by and in accordance with 45 C.F.R. §164.504(e)(2)(ii)(J), provided that the Parties agree that it is not feasible in light of reasonable business requirements, regulatory compliance requirements, and the rights and obligations under the Agreement for ZettaHealth Solutions, Inc to return or destroy its business records and transaction databases, Including, but not limited to, records and databases of transactions for which End User has used Service or in which ZettaHealth Solutions, Inc has engaged on behalf of End User or records and databases that reflect the use of Service and information that End User or ZettaHealth Solutions, Inc has entered in Service in the course of the Agreement to enable or perform Service Services; (b) all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate; (c) ZettaHealth Solutions, Inc shall immediately cease all use of any End User Data and End User's Confidential Information. Provided that, for clarity, ZettaHealth Solutions, Inc's obligations under this Section do not apply to any Resultant Data; (d) End User shall immediately cease all use of any Services or ZettaHealth Solutions, Inc Materials and (i) promptly return to ZettaHealth Solutions, Inc, or at ZettaHealth Solutions, Inc's written request destroy, all documents and tangible materials containing, reflecting, Incorporating, or based on any ZettaHealth Solutions, Inc Materials or ZettaHealth Solutions, Inc's Confidential Information; and (ii) permanently erase all ZettaHealth Solutions, Inc Materials and ZettaHealth Solutions, Inc's Confidential Information from all systems End User directly or indirectly controls; and (iii) certify to ZettaHealth Solutions, Inc in a signed written instrument that it has complied with the requirements of this Section; (e) notwithstanding anything to the contrary in this Agreement, with respect to information and materials then in its possession or control: (i) the Receiving Party may retain the Disclosing Party's Confidential Information; and (ii) ZettaHealth Solutions, Inc may retain End User Data; (iii) End User may retain ZettaHealth Solutions, Inc Materials, in the case of each of subclause (i) and (ii) and (iii), in its then current state and solely to the extent and for so long as required by applicable Law; (iv) ZettaHealth Solutions, Inc may also retain End User Data in its backups, archives, and disaster recovery systems until such End User Data is deleted in the ordinary course; and (v) all information and materials described in this Section (e) will remain subject to all confidentiality, security, and other applicable requirements of this Agreement; (f) ZettaHealth Solutions, Inc may disable all End User access to the ZettaHealth Solutions, Inc Materials. For clarity, ZettaHealth Solutions, Inc shall have no obligation to transfer End User Data upon expiration or termination.

Surviving Terms.

The provisions set forth in the following, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or



termination of this Agreement: Section 1, Section 2, Section 3, Section 4, Section 5, Section 6, Section 7, Section 8, Section 9, Section 10, Section 11, Section 12.

MANDATORY ARBITRATION AND CLASS ACTION WAIVER. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

End User, and ZettaHealth Solutions, Inc agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. This Section is intended to be interpreted broadly and governs any and all disputes between us Including but not limited to claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before these Terms or any prior agreement (Including, but not limited to, claims related to advertising); and claims that may arise after the termination of these Terms. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property and small court claims, as provided below.

SECTION 9: DISPUTE RESOLUTION

Initial Dispute Resolution.

Most disputes can be resolved without resorting to arbitration. If you have any dispute with us, you agree that before taking any formal action, you will contact us at support@zettahealth.co and provide a brief, written description of the dispute and your contact information (Including your username, if your dispute relates to an account). Except for intellectual property and small claims court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with ZettaHealth Solutions, Inc, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

Binding Arbitration.

If the parties do not reach an agreed-upon solution within a period of thirty (30) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims, (except as provided in section below) subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms (Including the Terms' formation, performance, and breach), the parties' relationship with each other, and/or your use of the Service shall be finally settled by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules. The AAA rules will govern payment of all arbitration fees.

Arbitrator's Powers.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms Including but not limited to any claim that all or any part of these Terms is void or voidable, whether a claim is subject to arbitration, or the question of waiver by litigation conduct. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's



award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

Filing a Demand.

To start an arbitration, you must do the following: (a) Write a Demand for Arbitration ("Demand") that (i) briefly explains the dispute, (ii) lists your and PROVIDER's names and addresses, (iii) specify the amount of money in dispute, if applicable, (iv) identify the requested location for a hearing if an in-person hearing is requested, and (v) state what you want in the dispute; (b) Send one copy of the Demand to the AAA, along with a copy of these Terms and the filing fee required by the AAA; and (c) Send one copy of the Demand for Arbitration to us at support@zettahealth.co.

The parties understand that, absent this mandatory arbitration provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. If you are a resident of the United States, arbitration may take place in the county where you reside at the time of filing, unless you and we both agree to another location or telephonic arbitration. For individuals residing outside the United States, arbitration shall be initiated in Sarasota County, Florida, United States, and you and ZettaHealth Solutions, Inc agree to submit to the personal jurisdiction of any federal or state court in Sarasota County, Florida, United States, in order to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

Class Action Waiver. The parties further agree that the arbitration shall be conducted in the party's respective individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND THE PROVIDER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

Exception:

Litigation of Intellectual Property and Small Claims Court Claims. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court with jurisdiction or in the U.S. Patent and Trademark Office to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in small claims court in Sarasota County, Florida for disputes or claims within the scope of that court's jurisdiction.

30-Day Right to Opt Out. You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt out to



support@zettahealth.co with the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." The notice must be sent within the later of 30 days of your first use of the Application or within 30 days of changes to this section being announced on the Application. Otherwise, you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt out of these arbitration provisions, ZettaHealth Solutions, Inc will not be bound by them.

SECTION 10: AMENDMENTS AND MODIFICATIONS

Changes to This Agreement.

ZettaHealth Solutions, Inc will provide thirty (30) days' notice of any changes to this Agreement by email, or US Postal Service. Amendments will become effective thirty (30) days after they are sent to you by the listed options in this section. Changes to this Agreement will otherwise apply prospectively only to claims arising after the thirtieth (30th) day. If a court or arbitrator decides that this sub section on "Changes to This Agreement" is not enforceable or valid, then this subsection shall be severed from the section entitled Mandatory Arbitration and Class Action Waiver, and the court or arbitrator shall apply the first Mandatory Arbitration and Class Action Waiver section in existence after you began using the Services. This Mandatory Arbitration and Class Action Waiver section shall survive any termination of your use of the Services.