<u>**Paragon Ambient Listening Specific Terms**</u>

1. Paragon Ambient Listening is an ambient listening software module that utilizes artificial intelligence (AI) for clinical note documentation (collectively, the "Software"). The intended use of the Software is to capture a conversation in the exam room between the patient and health care provider, summarize the conversation in the clinical note and extract the unstructured data to create structured clinical note documentation (the "Output"). If properly used, the intended benefits are for the Software to help facilitate more natural patient–health care provider interactions, decrease documentation burdens for health care providers, and enhance the accuracy and consistency of clinical note authoring.

2. Paragon Ambient Listening is powered by third party software licensed from Nabla. Nabla software has separate software specific terms and conditions that apply to its use and are available at www.alterahealth.com/legal, which may be modified from time to time. Such modifications will become effective upon posting to the foregoing link. Altera makes no representation or warranty with respect to any third-party software or any third-party equipment, including but not limited to, the Nabla software.

3. The Software uses AI and machine learning models that generate predictions based on patterns in data. Output generated by a machine learning model is probabilistic. The Software is not responsible for making any decisions and is simply applying computer logic to conversations. THE OUTPUT PRODUCED BY THE SOFTWARE IS BASED IN PART ON CLIENT DATA AND OTHER DATA SUPPLIED BY THIRD PARTIES, HEALTHCARE PROVIDERS, PATIENTS, AND/OR CLIENT. THE CLIENT MUST REVIEW AND CONFIRM THAT ALL OUTPUT IS TRUE, ACCURATE AND CORRECT. CLIENT IS SOLELY RESPONSIBLE FOR REVIEWING, IDENTIFYING, AND CORRECTING ERRORS AND INACCURACIES AND APPROVING ALL OUTPUT PREPARED USING THE SOFTWARE BEFORE USING AND/OR RELYING ON THE OUTPUT FOR ANY PURPOSE, AND ALTERA HAS NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY OUTPUT.

4. Client hereby represents and warrants that Client shall comply with all applicable laws that concern this Agreement or the subject matter hereof, including but not limited to, by providing Notices (defined herein below) and when utilizing the Software. Client hereby represents and warrants that Client has all rights necessary, including Required Authorizations (defined herein below), to grant and hereby grants Altera the right to access, use, and disclose the Client Data and Output only for the purposes of or in connection with: (a) providing the Software; (b) creating De-Identified Data; and (c) for other purposes permitted by law. "Client Data" means any data, media, documents, content, and other materials that are provided to Altera by or on behalf of Client pursuant to this Agreement, including recordings and transcriptions and other data entered into the Software as a result of Client's use of the Software. "De-Identified Data" means Client Data that has been de-identified in accordance with HIPAA's requirements for de-identification set forth at 45 CFR 164.514(b). Client hereby grants Altera the right to use and disclose De-Identified Data, during and after the Agreement Term, for any purpose unless prohibited by applicable law, including but not limited to, the right to use and disclose De-

Identified Data to analyze, test, develop, maintain, refine, train, tune, improve, enhance, optimize, automate, and expand the insights, processes, methods, and tools relating to the Software and any other Altera products and services. Client is solely responsible for ensuring the accuracy and completeness of the Client Data, and Altera shall not be liable for damage or deficiency with respect to Client Data.

5. Prior to Client providing any Client Data to Altera or otherwise using the Software, Client shall be solely responsible for providing Notices to, and obtaining any Required Authorizations from, any patient, provider, and other individual whose Personal Data is included in any recording, transcription, or who is present during the Software's use and provides such Personal Data during that recording. "Required Authorization" means, as and to the extent required by applicable law, any consent (a) to collect, capture, make, and/or store recordings and transcriptions relating to individuals, including, but not limited to, the consent to use AI to do any of the foregoing; and/or (b) to use and disclose a recording, transcription, an individual's PHI, or other Personal Data for purposes described in this Agreement, including, but not limited to, the consent to use any of the foregoing with AI. "Notice" means notices and/or disclosures required by applicable law to be presented or otherwise made to individuals in relation to the use or disclosure of their Personal Data and/or the use of AI, including, but not limited to, employee privacy notices, privacy policies, Notices of Privacy Practices, and disclosures required by laws regulating the use of AI (e.g., the Utah Artificial Policy Act). "Personal Data" means all data defined as personally identifiable information, personal information, or personal data under applicable law and includes PHI. All Required Authorizations will be maintained by Client for a period as required by applicable law, including HIPAA, and provided to Altera promptly upon written request.

6. DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS EXPERIMENTAL IN NATURE AND IS BEING PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS AND MAY CONTAIN SIGNIFICANT ERRORS, DATA LOSS, OMISSIONS, AND OTHER PROBLEMS. ALTERA DISCLAIMS ALL WARRANTIES, RESPONSIBILITIES, AND LIABILITIES WITH RESPECT TO THE FOREGOING, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING ELSE, (A) ALTERA DOES NOT COVENANT, REPRESENT, OR WARRANT THAT THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS OR YIELD ANY PARTICULAR BUSINESS OR FINANCIAL RESULT, OR THAT OPERATION OF THE SERVICES OR THE SOFTWARE WILL BE SECURE, ERROR FREE, VIRUS FREE OR UNINTERRUPTED, THAT ANY DATA WILL BE ACCURATE OR RELIABLE, THAT ANY SOFTWARE OR DATA WILL NOT BE LOST OR CORRUPTED, OR THAT IT WILL BE ABLE TO RECTIFY/REMEDY ANY ERRORS OR DEFECTS, (B) ALTERA BEARS NO RESPONSIBILITY OR LIABILITY AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES OR SOFTWARE, (C) ALTERA IS A TECHNOLOGY COMPANY AND DOES NOT PROVIDE MEDICAL ADVICE OR HEALTHCARE SERVICES, AND (D) THE SOFTWARE AND OUTPUT ARE NOT INTENDED TO REPLACE THE PROFESSIONAL SKILLS, JUDGMENT, OR ADVICE OF A HEALTHCARE PROVIDER AND THE OUTPUT SHOULD BE USED BY COMPETENT

PROFESSIONALS IN MAKING HEALTHCARE DECISIONS. ALTERA WILL NOT UNDER ANY CIRCUMSTANCE BE RESPONSIBLE OR LIABLE FOR ANY PRIVACY, CONFIDENTIALITY, SECURITY, AND/OR AVAILABILITY ISSUE AND/OR ANY LOSS OF ANY DATA RELATED TO OR ARISING FROM CLIENT'S COMPUTER SYSTEMS, CLIENT'S SOFTWARE, OR THE CLIENT'S EQUIPMENT THAT IS UTILIZED DURING THE USE OF THE SOFTWARE.