

# MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement") is entered into by and between **CareLumi, Inc.**, a Delaware corporation ("CARELUMI"), and the customer accepting this Agreement ("PARTNER"), effective as of the date on which PARTNER accepts this Agreement (the "Effective Date"). **CARELUMI** and **PARTNER** may each be referred to herein as a "**Party**" and collectively as the "**Parties**."

## RECITALS

**WHEREAS**, CARELUMI offers a proprietary software platform for healthcare providers, clinics, and their authorized users to manage compliance, credentialing, licensing, payer enrollment, and administrative tasks (such entities, individually a "Connected Entity" and collectively "Connected Entities"); and

**WHEREAS**, CARELUMI may offer Connected Entities additional services in connection with their use of the Platform; and

**WHEREAS**, **PARTNER**, as a Connected Entity, desires to obtain access to the Platform and such services from CARELUMI pursuant to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

## **1. Platform & Intellectual Property**

1.1 **Platform**. CARELUMI operates a proprietary software platform that helps healthcare providers manage compliance, credentialing, licensing, payer enrollment, and administrative tasks through its designated authorized users ("**Authorized Users**") for more efficient operations (the "**Platform**"). The Platform, and any related services provided by CARELUMI to PARTNER (collectively, the "**Services**"), are made available to PARTNER and its Authorized Users under the terms of this Agreement and PARTNER's applicable subscription plan, as selected at the time of registration or purchase.

1.2 **Access**. Subject to PARTNER's and its designated Authorized Users' continued compliance with this Agreement and applicable Terms of Use, CARELUMI agrees to provide (i) access to the Platform, and (ii) the Services, for the subscription term selected by PARTNER and for so long as applicable fees are paid in accordance with CARELUMI's then-current pricing.

1.3 **Company IP**. **CARELUMI** shall exclusively own all right, title, and interest in and to all elements of the Platform, including, without limitation, all graphics, designs, systems, methods, algorithms, machine learning models, artificial intelligence technologies, computer code, software, services, "look and feel," organization, content, trade secrets, know-how, processes, and

all other intellectual property rights of the Platform (collectively, "CARELUMI IP"). CARELUMI does not own Partner Data.

1.4 Restrictions. PARTNER shall not, and shall not permit any third party to: (a) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, data structures, or underlying ideas of the Platform or any CARELUMI IP; (b) modify, adapt, translate, or create derivative works based on the Platform; (c) sublicense, sell, lease, rent, loan, distribute, or otherwise transfer access to the Platform to any third party; (d) remove, alter, or obscure any proprietary notices on the Platform; (e) use the Platform to develop a competing product or service; (f) disclose to any third party any performance data, benchmarking results, or technical specifications relating to the Platform; or (g) access the Platform in order to build a similar or competitive product or service.

## **2. Data Privacy and Protections**

2.1 Data Ownership. PARTNER does not transfer ownership of Partner Data to CARELUMI. "Partner Data" means any data, information, or materials uploaded, submitted, or otherwise provided by PARTNER or its Authorized Users to the Platform. CARELUMI will not use Partner Data for any purpose other than as expressly permitted in this Agreement without PARTNER's prior written consent. Subject to this Agreement, CARELUMI's use of Partner Data is limited to delivering the Platform and related Services in accordance with their intended purpose.

2.2 Data Privacy. CARELUMI shall treat all Partner Data in accordance with applicable federal, state, and local data protection laws and regulations pertaining to the collection, use, storage, and retention of data, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA), Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act (ADA), Genetic Information Nondiscrimination Act (GINA), and applicable state privacy laws. CARELUMI's privacy practices are further described in CARELUMI's Privacy Policy, available at <https://carelumi.com/trust>.

2.3 Data Security. CARELUMI shall implement and maintain appropriate administrative, physical, and technical safeguards for the protection of the security, confidentiality, and integrity of Partner Data, consistent with recognized industry practices and applicable legal requirements. Such safeguards shall include, but are not limited to:

- Storage of Partner Data on secure cloud infrastructure leveraging Google Cloud Platform (GCP), with data encryption at rest using AES-256 encryption and robust access controls.
- Encryption of Partner Data in transit using TLS 1.3 or higher.
- Implementation of strong identity and access management controls, including multi-factor authentication and role-based access control.
- Regular vulnerability assessments, penetration testing, and security monitoring.
- Network security measures such as firewalls, intrusion detection and prevention systems, and virtual private clouds (VPCs) to isolate and protect data environments.
- Logging, monitoring, and auditing of data access and system activity to detect and respond to unauthorized access or anomalies.

- Incident response protocols for timely detection, investigation, and remediation of security events or breaches.
- Alignment with applicable security frameworks and certifications, including ISO 27001, FedRAMP, HIPAA, and NIST Cybersecurity Framework guidelines.

CARELUMI's security practices are further described in CARELUMI's Trust Center, available at: <https://carelumi.com/trust>.

**2.4 Resultant Data.** CARELUMI may derive aggregated, anonymized, and de-identified data from Partner Data and PARTNER's use of the Platform ("**Resultant Data**"), and CARELUMI shall own such Resultant Data. CARELUMI agrees that: (a) Resultant Data shall not contain any personally identifiable information, Protected Health Information (PHI), or confidential information of PARTNER or its end users; (b) Resultant Data shall be de-identified in accordance with 45 CFR § 164.514(b) (the HIPAA Safe Harbor method) or the Expert Determination method; and (c) PARTNER's identity shall not be disclosed or discernible from Resultant Data. **For the avoidance of doubt, CARELUMI shall only use Resultant Data (i.e., anonymized and de-identified data) for training, developing, and improving CARELUMI's AI models and Platform features. CARELUMI shall not use identifiable Partner Data for any AI training or model development purposes.**

**2.5 HIPAA Compliance.** To the extent CARELUMI receives, creates, maintains, or transmits Protected Health Information (as defined under HIPAA) on behalf of PARTNER, the Parties shall execute a Business Associate Agreement, to be attached hereto as Exhibit A and executed simultaneously herewith.

### **3. Confidentiality**

3.1 Each Party agrees to protect the other Party's Confidential Information using the same degree of care it uses to protect its own confidential information of like importance, but in no event less than a reasonable degree of care, and agrees not to disclose such Confidential Information to any third party except as expressly permitted herein or as required by law. Each Party further represents that it will comply with the confidentiality obligations set forth herein.

### **4. Representations and Warranties**

Each Party represents and warrants that: (a) it has the full right, power, and authority to enter into this Agreement; (b) the execution and performance of this Agreement will not violate any other agreement to which it is a party; (c) it will comply with all applicable laws and regulations in connection with its performance under this Agreement; (d) its performance under this Agreement will not infringe upon any third-party rights; and (e) it will comply with the confidentiality obligations set forth herein.

### **5. Disclaimer of Warranties**

THE PLATFORM AND CARELUMI IP ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY SET FORTH HEREIN, CARELUMI DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT

LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. CARELUMI DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE.

## **6. Indemnification**

PARTNER shall defend, indemnify, and hold harmless CARELUMI and its officers, directors, managers, members, shareholders, employees, agents, representatives, successors, and permitted assigns from any and all losses, liabilities, damages, causes of action, or any other claims by any third party arising out of or relating to: (a) any actual or alleged breach by PARTNER of its representations, warranties, or other obligations under this Agreement; (b) PARTNER's violation of applicable laws or regulations; or (c) PARTNER's unauthorized use of the Platform.

## **7. Limitation of Liability**

7.1 EXCEPT AS OTHERWISE PROVIDED IN SECTION 7.3 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES.

7.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 7.3 BELOW, AND UNLESS PROHIBITED UNDER APPLICABLE LAWS, IN NO EVENT WILL CARELUMI'S AGGREGATE LIABILITY EXCEED THE GREATER OF (A) THE AMOUNTS PAID BY PARTNER TO CARELUMI IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (B) ONE THOUSAND DOLLARS (\$1,000).

7.3 The exclusions and limitations set forth in Sections 7.1 and 7.2 shall not apply to: (a) breaches of Section 3 (Confidentiality); (b) breaches of Section 1.4 (Restrictions); (c) indemnification obligations expressly provided in this Agreement; and (d) damages arising from a Party's fraud, gross negligence, or willful misconduct.

7.4 Injunctive Relief. Each Party acknowledges that a breach of Section 3 (Confidentiality) may cause irreparable harm for which monetary damages would be inadequate. Accordingly, the non-breaching Party shall be entitled to seek injunctive or other equitable relief without the requirement of posting bond.

## **8. Term and Termination**

8.1 Term. This Agreement shall commence on the Effective Date and continue on a month-to-month basis until terminated by either Party in accordance with this Section 8. Either Party may terminate this Agreement for convenience upon ninety (90) days' prior written notice to the other Party.

8.2 Termination for Cause. Either Party may terminate this Agreement with immediate effect upon written notice to the other Party if the other Party: (a) is in material breach of its obligations

hereunder and such breach is by its nature incapable of being cured; or (b) has not cured a material breach within ninety (90) days after delivery of written notice of the breach.

8.3 Effect of Termination. Upon any expiration or termination of this Agreement: (a) all rights, licenses, and authorizations granted by either Party to the other shall immediately terminate; (b) PARTNER shall immediately cease all use of CARELUMI IP and CARELUMI's Confidential Information; (c) PARTNER shall promptly pay all unpaid Fees due under the Agreement; (d) each Party shall return or destroy the other Party's Confidential Information in accordance with Section 3.5; and (e) upon PARTNER's written request, CARELUMI shall make Partner Data available for export for thirty (30) days following termination.

8.4 Survival. Sections 1.3 (Company IP), 1.4 (Restrictions), 2.4 (Resultant Data), 3 (Confidentiality), 5 (Disclaimer), 6 (Indemnification), 7 (Limitation of Liability), 8.3 (Effect of Termination), 8.4 (Survival), and 9 (Governing Law) shall survive termination or expiration of this Agreement.

## **9. Governing Law & Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law principles. Any dispute, claim, or controversy arising out of or relating to this Agreement shall be resolved exclusively in the state and federal courts located in Delaware, and each Party hereby consents to the personal jurisdiction and venue of such courts.

## **10. General Provisions**

10.1 Entire Agreement. This Agreement, including all attachments, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements.

10.2 Amendment. No modification or amendment to this Agreement shall be effective unless in writing and signed by both Parties.

10.3 Assignment. PARTNER shall not assign or transfer any rights or obligations under this Agreement without CARELUMI's prior written consent. Any attempted assignment in violation of this provision shall be null and void.

10.4 Notices. All notices under this Agreement shall be in writing and delivered by email (with confirmation of receipt), certified mail, or overnight courier to the addresses set forth on the signature page.

10.5 Severability. If any provision of this Agreement is found to be unenforceable, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

10.6 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing. No failure or delay in exercising any right shall operate as a waiver thereof.

10.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic signatures shall be deemed valid and binding.