

## NAVIX HEALTH INC. MASTER SERVICE AGREEMENT

This Master Service Agreement (“Agreement” or “MSA”) is entered into as of the date last signed below (the “Effective Date”) by and between:

Navix Health Inc., a Delaware corporation, with its principal office at 1609 Norris Drive, Austin, TX 78704 (the “Company”); and

The entity identified on the signature page below (the “Client”).

The Company is the provider of proprietary products and services including electronic medical records management software, customer relationship management, revenue cycle management, and artificial intelligence tools for use by behavioral health treatment professionals and facilities. The Client desires to subscribe to such products and services under the terms set forth herein.

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

### 1. Definitions

1.1 “Agreement” means this Master Service Agreement, including all Exhibits, Order Forms, and any documents incorporated by express reference.

1.2 “Services” means the Navix Health platform referred to as Navix Hub, incorporating Electronic Medical Records (EMR), Customer Relationship Management (CRM), and the artificial intelligence suite (Navix AI), as further described in the applicable Order Form. Revenue Cycle Management (RCM) is a planned future module; the timing and availability of RCM are not guaranteed, and RCM is not included in the Services until expressly made available and added by Order Form.

1.3 “Order Form” means each ordering document executed by the parties that references this Agreement and specifies the Services, fees, implementation package, and other commercial terms applicable to Client.

1.4 “Exhibit A” means the Implementation Scope document attached to the applicable Order Form, defining deliverables, caps, timelines, and change order policies.

1.5 “Exhibit B” or “Tiered Pricing Schedule” means the schedule of census-based tier fees attached to the applicable Order Form as its Exhibit B, stating the fees in effect on the Effective Date of that Order Form. The Company may publish updated Tiered Pricing Schedules from time to time; an updated schedule applies to Client only as provided in Sections 4.9(g) and 6.2.

1.6 “Terms of Use” means the Navix Hub Terms of Use published at <https://navixhealth.com/terms-of-use>, as updated from time to time.

1.7 “Go-Live Date” means the first date Client’s personnel use the Services to create or modify live patient records in production.

1.8 “Pre-Go-Live Period” means the period from the Effective Date of the applicable Order Form through the earlier of (a) the Go-Live Date or (b) the Billing Backstop Date.

1.9 “Billing Backstop Date” means the date that is one hundred twenty (120) days after the Effective Date of the applicable Order Form.

1.10 “Confidential Information” means all non-public information disclosed by one party to the other in connection with this Agreement, including but not limited to technical, business, financial, and operational information.

1.11 “PHI” means Protected Health Information as defined under HIPAA.

1.12 “ADC” or “Average Daily Census” has the meaning set forth in Section 4.9(a).

1.13 “Implementation Value” means the total value of the implementation and onboarding services stated in the applicable Order Form, regardless of the implementation payment option selected under Section 4.4.

1.14 “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health (HITECH) Act, and their implementing regulations at 45 C.F.R. Parts 160 and 164, each as amended.

1.15 “Part 2” means 42 U.S.C. § 290dd-2 and its implementing regulations at 42 C.F.R. Part 2, as amended.

1.16 “SUD Records” has the meaning set forth in Exhibit C.

1.17 “Applicable Privacy Law” means HIPAA, Part 2, and any other federal or state law or regulation governing the privacy, security, confidentiality, or breach notification of health information that applies to the Company in its role as a business associate, qualified service organization, or contractor to Client in providing the Services, including, where Client operates a facility in California, the California Confidentiality of Medical Information Act (Cal. Civ. Code § 56 et seq.) and Cal. Health & Safety Code § 11845.5.

1.18 “Exhibit C” or “BAA” means the Business Associate and Qualified Service Organization Agreement attached to this Agreement as Exhibit C.

1.19 “State Addendum” means an addendum to this Agreement, in the Company's standard form, that addresses the health-record privacy requirements of a particular state and is incorporated into this Agreement by an Order Form or executed by the parties.

1.20 “Data Protection Claim” means any claim, loss, or liability arising out of or related to the Company's breach of Section 7 (Confidentiality), Section 10, Exhibit C, or a State Addendum, or the Company's violation of Applicable Privacy Law, including any breach of unsecured PHI or unauthorized disclosure of SUD Records caused by the Company.

## **2. Obligations of the Company**

The Company shall:

2.1 Provision of Services. Provide the Services as described in the applicable Order Form and in accordance with this Agreement and the Terms of Use.

2.2 Platform Availability. Use commercially reasonable efforts to maintain the availability of the Services, subject to scheduled maintenance and circumstances beyond the Company's reasonable control.

2.3 Implementation. Perform the implementation services described in the applicable Order Form and Exhibit A (Implementation Scope) in a professional and workmanlike manner.

2.4 Cybersecurity Standards. Implement and maintain reasonable and appropriate technical, administrative, and physical safeguards to protect against unauthorized access and data breaches, aligned with prevailing industry standards.

2.5 SOC 2 Compliance. Maintain compliance with SOC 2 (Service Organization Control 2) standards, specifically adhering to the Trust Service Criteria for security, availability, processing integrity, confidentiality, and privacy. The Company shall provide evidence of compliance upon Client's reasonable request.

2.6 Cyber Insurance. Maintain cyber liability insurance with limits of not less than \$3,000,000 per claim and \$3,000,000 in the aggregate, including coverage for network and information security liability, regulatory defense and penalties, and breach response costs. The Company shall provide a certificate of insurance upon request and notify Client of any material reduction, lapse, or cancellation of such coverage within thirty (30) days.

2.7 Data Protection. Process, store, and transmit Client data, including PHI, in compliance with applicable law, including HIPAA, and the Business Associate Agreement referenced in Section 10.

2.8 Support. Provide standard support services as described in the applicable Order Form. Enhanced support options, if available, shall be set forth in the Order Form.

### **3. Obligations of the Client**

The Client shall:

3.1 Authorized Use. Use the Services in accordance with this Agreement, the Terms of Use, and applicable law. Client shall not use the Services for any purpose other than the operation of the facility or facilities identified in the applicable Order Form.

3.2 Access Restrictions. Not share access to the Services with any third party other than officers, employees, contractors, advisors, or agents of the Client who require access for the operation of Client's identified facilities.

3.3 User Compliance. Ensure all authorized users adhere to the terms of this Agreement and the Terms of Use. Client shall, upon request, provide evidence that appropriate policies and procedures are in place to ensure user compliance.

3.4 Ownership Acknowledgment. Acknowledge that no ownership rights accrue to any user account or user identification credentials, and that the Company may, in its reasonable discretion, terminate or modify user accounts or credentials.

3.5 Third-Party Services. Provide and maintain, at Client's expense, all necessary third-party services and equipment to access the Services, including hardware, internet connectivity, telecommunications, and other required software.

3.6 Timely Communications. Raise specific concerns, issues, and questions relating to the operation and security of Client's data with the Company promptly at the earliest opportunity.

3.7 Intellectual Property. Acknowledge that all intellectual property rights, including but not limited to copyrights, trademarks, patents, and trade secrets, related to the Services remain the sole property of the Company.

3.8 No Derivative Works. Not reproduce, modify, distribute, reverse engineer, decompile, or create derivative works based on the Services without prior written consent from the Company.

3.9 Implementation Cooperation. Provide timely access to personnel, data, and information required for implementation as outlined in Exhibit A. Client acknowledges that delays caused by Client's non-responsiveness may impact implementation timelines and do not extend post-go-live support windows.

3.10 Data Responsibility. Ensure that all data provided to the Company for migration or import is accurate, properly formatted, and lawfully obtained. The Company is not responsible for data quality issues originating from Client's legacy systems.

## 4. Fees and Payment

4.1 Subscription Fees. Client shall pay the monthly subscription fees specified in the applicable Order Form. Subscription fees are flat, per-location, and include unlimited users unless otherwise specified.

4.1.1 Included Platform Capabilities. The monthly subscription fee includes access to the Navix CRM and the Navix AI suite (including NavixScribe, AutoFill, SmartFill, the AI Treatment Planner, and Navix Intelligence) at no additional per-user charge, subject to the fair use provisions of Section 4.11. The Company does not charge separate per-user, per-seat, or per-provider fees for these capabilities. Certain features remain billed separately as expressly identified in the Order Form, including e-prescribing (priced per prescriber), group telehealth with automated attendance (billed per participant per minute of session time), SMS messaging, and VOB estimation.

4.2 Subscription Commencement. Billing for the subscription begins on the earlier of (a) the Go-Live Date or (b) the Billing Backstop Date.

4.3 Pre-Go-Live Fee. Beginning on the Effective Date of the applicable Order Form and continuing through the Pre-Go-Live Period, Client shall pay a platform reservation and server fee of USD \$100.00 per month per environment. This fee is non-refundable and separate from subscription fees.

4.4 Implementation Fees and Payment Options. Client shall pay for implementation and onboarding services as specified in the applicable Order Form, under one of the following payment options selected on the Order Form:

(a) Separate Implementation Fee. Where the Order Form specifies a one-time implementation fee or an installment schedule (including the standard three (3) month plan, billed alongside the first three months of the subscription), Client shall pay such fee according to the payment schedule set forth in the Order Form. Implementation fees become non-refundable once the Company provisions Client's dedicated environment or begins configuration work. Any unpaid implementation fee installments become immediately due and payable upon termination of this Agreement or the applicable Order Form for any reason other than the Company's uncured material breach.

(b) Implementation Included Option. Where the Order Form states that implementation is included in the monthly subscription rate, no separate implementation fee is charged; in consideration, the monthly subscription rate includes the implementation component stated in the Order Form, and the Implementation Value is amortized ratably over the Initial Term. If this Agreement or the applicable Order Form is terminated before the end of the Initial Term for any reason other than the Company's uncured material breach, the unamortized portion of the Implementation Value becomes immediately due and payable. The implementation component of the monthly subscription rate is not a metered or usage-based charge and does not vary with Client's census tier adjustments under Section 4.9.

4.5 Payment Method. Client authorizes automatic monthly charges via ACH or credit card on file for all subscription, pre-go-live, implementation, and other fees. A processing surcharge of 3% applies to all credit card payments.

4.6 Late Payment. Non-payment of any fee by the due date shall incur interest at 1.5% per month from the due date until paid in full.

4.7 Suspension for Non-Payment. If any invoiced amount is not received within five (5) business days of the due date, the Company may suspend Services and access to all environments after providing five (5) days' written notice. Suspension does not waive or limit Client's obligation to pay amounts due.

4.8 Price Adjustments. Subscription pricing shall not change during the Initial Term except as set forth in Section 4.9. Subscription pricing for a Renewal Term is determined under Section 6.2.

4.9 Census-Based Pricing Adjustments.

(a) Average Daily Census Definition. "Average Daily Census" or "ADC" means, for a given measurement period, the sum of the total number of active patient charts in Navix Hub on each day of the period, divided by the number of days in the period. A patient chart is "active" on a given day if the chart has an open admission, episode of care, or active program enrollment that has been open for more than twenty-four (24) hours as of that day, as recorded in Navix Hub.

(b) Measurement Period. The Company may review Client's ADC at any time during the Term. Each review shall measure the rolling three (3) month ADC ending on the review date. Client's applicable pricing tier shall be determined by reference to the Tiered Pricing Schedule attached to the applicable Order Form as Exhibit B.

(c) Source of Truth. The parties agree that the Company's ADC report generated from Navix Hub shall be the authoritative measure of Census for all pricing purposes under this Agreement. Client may dispute a specific ADC calculation by providing written notice and documented evidence of error within ten (10) business days of receiving a tier adjustment notice. Absent timely written dispute, the Company's calculation shall be final and binding.

(d) Notice and Effective Date. The Company shall provide Client with at least thirty (30) days' advance written notice of any tier adjustment, including the ADC calculation and the new monthly subscription fee. The adjusted fee shall take effect on the first day of the billing cycle following the thirty (30) day notice period.

(e) Upward Adjustments Only During Term. Tier adjustments during the Initial Term or any Renewal Term shall result only in increases to the subscription fee. No downward tier adjustment shall occur during an active Term. Client may request a downward tier review at the start of any Renewal Term, subject to the Company's verification of the trailing twelve (12) month ADC.

(f) New Locations and Programs. Any new facility, program, or location added by Client during the Term shall require a new Order Form and shall be priced at the Company's then-current tier pricing, independent of the existing tier assignment for Client's other locations.

(g) Schedule in Effect. The Tiered Pricing Schedule attached to an Order Form governs Client's pricing under that Order Form, including tier adjustments under this Section 4.9, for the duration of the Initial Term. An updated Tiered Pricing Schedule published by the Company applies to Client only upon the start of a Renewal Term, subject to Section 6.2, or under a new Order Form.

(h) Mixed-Program Facilities. A single location operating both a residential or inpatient program and an outpatient, PHP, IOP, or virtual program shall pay the sum of the applicable tier fees for each program type under the Tiered Pricing Schedule, with ADC calculated independently for each program type.

(i) Multi-Location Clients. Each location identified on an Order Form is billed independently based on its own ADC. ADC across multiple locations shall not be aggregated for tier determination purposes, except as expressly set forth in a separate enterprise Order Form.

4.10 Metered Services. Certain Services, including but not limited to AI features, SMS messaging, and VOB estimation, may be billed on a metered basis as specified in the Order Form. The Company shall provide at least sixty (60) days' written notice before introducing metered pricing for any feature previously provided at no additional charge.

4.11 AI Fair Use. The Navix AI suite included in the subscription fee is provided subject to fair use. The subscription includes a monthly allowance of AI usage scaled to Client's pricing tier and Average Daily Census, as further described in the Order Form. The allowance is set at a level intended to accommodate the normal clinical documentation and operational needs of a facility of Client's size and program type. If Client's AI usage in a given month materially and consistently exceeds the included allowance, the Company may, upon at least sixty (60) days' written notice, apply additional usage-based fees to the portion of usage exceeding the allowance, at the rates then specified in the Order Form. The Company will not apply overage fees retroactively and will provide Client with usage information sufficient to understand any overage prior to charging it. Nothing in this Section requires the Company to meter or charge for AI usage, and the Company may elect to provide allowances in excess of those stated.

4.12 E-Prescribing. Where an Order Form includes e-prescribing (including EPCS) or any related per-prescriber service, the applicable fees are billed monthly per enrolled prescriber at the rates stated in the Order Form, beginning when each prescriber is enrolled. Notwithstanding Section 6.3, Client may cancel e-prescribing, in whole or for any individual prescriber, by giving the Company at least ninety (90) days' written notice. The applicable per-prescriber fees continue through the end of the notice period, after which they cease; fees already paid are not refunded. Cancellation of e-prescribing does not terminate this Agreement or affect any other Services, and a prescriber may be re-enrolled at the rates then in effect under the Order Form.

## **5. Implementation**

5.1 Scope. Implementation services shall be performed in accordance with the implementation package selected in the Order Form and the scope defined in Exhibit A (Implementation Scope).

5.2 Configuration Sign-Off. Each implementation includes a Configuration Sign-Off milestone. Upon sign-off, the implementation scope is frozen. Any changes requested after Configuration Sign-Off constitute Change Orders and are billed at the hourly rate specified in Exhibit A.

5.3 Client Delays. If Configuration Sign-Off does not occur within fourteen (14) business days of the scheduled sign-off date due to Client delays, scope changes, or non-responsiveness, the remaining implementation fee balance (where Client pays a separate implementation fee under Section 4.4(a)) becomes immediately due and payable, and all additional work converts to hourly billing as specified in Exhibit A.

5.4 Post-Go-Live Support. Each implementation package includes a defined post-go-live support window as specified in Exhibit A. After the support window closes, all requests are handled through standard support or a paid optimization engagement.

5.5 Additional Training. Post-implementation training for new staff is available at the rates specified in Exhibit A, applicable across all implementation tiers.

## 6. Term, Renewal, and Termination

6.1 Term. This Agreement begins on the Effective Date and continues for an initial term of twenty-four (24) months (the "Initial Term"), unless a different term is specified in the Order Form.

6.2 Renewal. After the Initial Term, this Agreement shall automatically renew for successive twenty-four (24) month periods (each a "Renewal Term," and together with the Initial Term, the "Term") unless either party provides written notice of non-renewal at least sixty (60) days before the end of the then-current Term.

(a) Renewal Pricing Notice. The Company shall give Client written notice of the subscription fees that will apply for a Renewal Term at least ninety (90) days before the start of that Renewal Term. If the Company gives such notice fewer than ninety (90) days before the Renewal Term, Client may elect not to renew by written notice given within thirty (30) days after receiving the pricing notice, notwithstanding the sixty (60) day deadline above, in which case the Term ends on the later of its scheduled end date or thirty (30) days after Client's notice, at Client's then-current fees. If the Company gives no pricing notice, Client's fees continue unchanged for the Renewal Term.

(b) Renewal Pricing. Client's monthly subscription fee for a Renewal Term shall be the fee for Client's program type and ADC tier under the Tiered Pricing Schedule then in effect, which is the Company's then-current standard pricing. Promotional, discounted, or custom rates stated in an Order Form apply to the Initial Term only unless the Order Form expressly provides otherwise. Renewal pricing does not limit census-based tier adjustments under Section 4.9 or fees for Services added under a new or amended Order Form.

6.3 No Termination for Convenience. Neither party may terminate this Agreement for convenience during a Term. Either party may elect not to renew under Section 6.2.

6.4 Termination for Cause. Either party may terminate this Agreement upon written notice if the other party commits a material breach and fails to cure such breach within thirty (30) days after receiving written notice specifying the breach.

6.5 Pre-Go-Live Cancellation. If Client cancels or terminates prior to the Go-Live Date for reasons other than the Company's uncured material breach:

(a) All unpaid implementation fees become immediately due and payable, or, where the Implementation Included option under Section 4.4(b) applies, the full Implementation Value stated in the Order Form becomes immediately due and payable;

(b) All accrued pre-go-live fees become immediately due and payable; and

(c) Client shall pay an early termination fee equal to three (3) months of the then-current monthly subscription as liquidated damages. The parties agree this fee represents a reasonable estimate of damages for resource allocation and reserved infrastructure and is not a penalty.

6.6 Effect of Termination. Upon expiration or termination: (a) Client's access to the Services shall cease; (b) all outstanding fees accrued through the effective date of termination are immediately due and payable, including any amounts accelerated under Section 4.4; (c) if Client terminates other than for the Company's uncured material breach, fees for the remainder of the then-current Term are non-cancelable and due; and (d) the Company shall make Client's data available for export for a period of thirty (30) days following termination, after which the Company may delete Client's data.

## **7. Confidentiality**

7.1 Obligations. Each party shall maintain the confidentiality of the other party's Confidential Information and shall not disclose such information to any third party except as required by law or with the disclosing party's prior written consent. Each party shall use the other party's Confidential Information solely for the purposes of performing its obligations under this Agreement.

7.2 Exceptions. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was known to the receiving party prior to disclosure; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (d) is rightfully received from a third party without restriction.

7.3 Survival. The obligations of confidentiality shall survive termination of this Agreement for a period of three (3) years.

## **8. Intellectual Property**

8.1 Company Ownership. The Company retains all right, title, and interest in and to the Services, including all intellectual property rights therein. Nothing in this Agreement transfers any ownership rights to the Client.

8.2 Client Data. Client retains all right, title, and interest in Client's data. Client grants the Company a limited, non-exclusive license to use Client's data solely to provide the Services and as otherwise permitted under this Agreement and the Business Associate Agreement.

8.3 Aggregated Data. The Company may use de-identified and aggregated data derived from Client's use of the Services for purposes of improving the Services, developing new features, and generating benchmarks, provided such data does not identify Client or any individual patient.

## **9. Warranties and Disclaimers**

9.1 Company Warranties. The Company warrants that: (a) it has the authority to enter into this Agreement; (b) the Services will perform materially in accordance with their documentation; and (c) it will comply with applicable laws in providing the Services.

9.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 9, THE SERVICES ARE PROVIDED "AS IS" AND THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. THE COMPANY CANNOT GUARANTEE THE ABSOLUTE PRIVACY, SECURITY, AND AUTHENTICITY OF INFORMATION STORED ON ITS SYSTEMS DUE TO RISKS INHERENT IN INTERNET-CONNECTED SERVICES. NOTHING IN THIS SECTION 9.2 LIMITS OR MODIFIES THE COMPANY'S OBLIGATIONS UNDER SECTIONS 2, 8, AND 10, EXHIBIT C, OR ANY STATE ADDENDUM, OR THE COMPANY'S LIABILITY FOR DATA PROTECTION CLAIMS UNDER SECTIONS 11 AND 12.

## **10. Privacy Compliance; Business Associate and Qualified Service Organization Agreement**

10.1 Status. The Company is a Business Associate of the Client under HIPAA. To the extent Client, or any facility or program covered by an Order Form, is a Part 2 Program and the Company receives, stores, processes, or otherwise deals with SUD Records on Client's behalf, the Company is also a Qualified Service Organization of the Client under Part 2.

10.2 BAA. The parties' respective obligations with respect to PHI and SUD Records are set forth in the Business Associate and Qualified Service Organization Agreement attached as Exhibit C, which is incorporated into and forms part of this Agreement. Exhibit C is executed by the parties' execution of this Agreement or of an Order Form incorporating this Agreement; no separate signature is required. In the event of any conflict between the body of this Agreement and Exhibit C regarding the use, disclosure, or protection of PHI or SUD Records, Exhibit C shall control.

10.3 Applicable Privacy Law. The Company shall comply with Applicable Privacy Law in providing the Services, including the HIPAA Privacy Rule, Security Rule, and Breach Notification Rule and, with respect to SUD Records, Part 2.

10.4 State Addenda. Where Client operates a facility in a state whose laws impose obligations on the Company beyond HIPAA and Part 2, the parties shall incorporate the Company's State Addendum for that state by identifying it on the Order Form covering that facility or by executing it separately. A State Addendum supplements, and to the extent of any conflict controls over, this Agreement and Exhibit C for the facilities it covers.

10.5 Client Responsibilities. Client remains responsible for its own obligations as a Covered Entity and, where applicable, a Part 2 Program, including obtaining and maintaining patient consents and configuring consent, access, and disclosure settings within the Services, as further described in Exhibit C.

## **11. Limitation of Liability**

11.1 General Cap. EXCEPT AS PROVIDED IN SECTIONS 11.2 AND 11.4, THE COMPANY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT TO THE COMPANY DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

11.2 Data Protection Cap. NOTWITHSTANDING SECTION 11.1, THE COMPANY'S TOTAL AGGREGATE LIABILITY FOR ALL DATA PROTECTION CLAIMS, WHETHER ARISING IN CONTRACT, TORT, UNDER STATUTE, OR THROUGH THE COMPANY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12.1, SHALL NOT EXCEED THE GREATER OF (A) THREE (3) TIMES THE TOTAL FEES PAID BY CLIENT TO THE COMPANY DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY, OR (B) FIVE HUNDRED THOUSAND DOLLARS (\$500,000) (THE "DATA PROTECTION CAP"). THE DATA PROTECTION CAP APPLIES IN PLACE OF, AND IS NOT CUMULATIVE WITH, THE CAP IN SECTION 11.1 WITH RESPECT TO DATA PROTECTION CLAIMS.

For purposes of this Section 11, the following amounts incurred by Client as a result of a Data Protection Claim are deemed direct damages and are not excluded by Section 11.3: (i) reasonable costs of investigating, containing, and remediating the incident; (ii) reasonable costs of notifying affected individuals, regulators, and media as required by Applicable Privacy Law; (iii) reasonable costs of credit monitoring or identity protection services offered to affected individuals where required by Applicable Privacy Law or reasonably customary for the incident; and (iv) statutory damages, civil penalties, and regulatory fines assessed against Client under Applicable Privacy Law, in each case to the extent caused by the Company's breach.

11.3 Exclusion of Consequential Damages. EXCEPT AS PROVIDED IN SECTION 11.2, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, DATA, OR BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.4 Exceptions. The limitations in Sections 11.1 and 11.2 shall not apply to: (a) Client's payment obligations; (b) Client's indemnification obligations under Section 12.2; (c) the Company's indemnification obligations under Section 12.1(c) for third-party intellectual property claims; (d) liability arising from a party's gross negligence, fraud, or willful misconduct; or (e) any liability that cannot be limited under applicable law. For clarity, the Company's indemnification obligations under Sections 12.1(a) and 12.1(b) with respect to Data Protection Claims are subject to the Data Protection Cap.

## **12. Indemnification**

12.1 By the Company. The Company shall indemnify, defend, and hold harmless the Client from and against any third-party claims, regulatory actions, damages, losses, statutory damages, civil penalties, fines, and expenses (including reasonable attorneys' fees) arising from: (a) the Company's breach of this Agreement, including Exhibit C or any State Addendum; (b) the Company's violation of applicable law, including Applicable Privacy Law; or (c) any claim that the Services infringe a third party's intellectual property rights. The Company's obligations under Sections 12.1(a) and 12.1(b) with respect to Data Protection Claims are subject to the Data Protection Cap in Section 11.2.

12.2 By the Client. The Client shall indemnify, defend, and hold harmless the Company from and against any third-party claims, damages, losses, and expenses (including reasonable attorney's fees) arising from: (a) Client's breach of this Agreement; (b) Client's violation of applicable law; (c) Client's use of the Services in a manner not authorized by this Agreement; or (d) any data or content provided by Client to the Company.

## **13. General Provisions**

13.1 Force Majeure. Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, government actions, internet or telecommunications failures, or cyberattacks. The affected party shall provide prompt notice and use reasonable efforts to mitigate the impact.

13.2 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except that either party may assign this Agreement in connection with a merger, acquisition, or sale of substantially all of its assets upon written notice to the other party.

13.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

13.4 Dispute Resolution. Any dispute arising under this Agreement shall first be submitted to good-faith negotiation between senior executives of each party for a period of thirty (30) days. If unresolved, disputes shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association, with the arbitration taking place in Austin, Texas.

13.5 Notices. All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, or sent by email with confirmed receipt. Notices to the Company shall be sent to [contracts@navixhealth.com](mailto:contracts@navixhealth.com). Notices to Client shall be sent to the email address provided on the signature page or the most recent Order Form.

13.6 Entire Agreement. This Agreement, together with all Order Forms, Exhibits (including Exhibit A and Exhibit B attached to each Order Form, and Exhibit C – Business Associate and Qualified Service Organization Agreement), any State Addendum, and the Terms of Use, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral.

13.7 Amendments. This Agreement may only be amended by a written instrument signed by both parties. No Order Form or Exhibit shall amend the terms of this MSA unless it expressly states that it does so.

13.8 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

13.9 Waiver. The failure of either party to enforce any right under this Agreement shall not constitute a waiver of such right.

13.10 Order of Precedence. In the event of a conflict between this MSA and an Order Form, the Order Form shall control with respect to the specific Services covered by that Order Form. In the event of a conflict between this MSA and the Terms of Use, this MSA shall control. In the event of a conflict between the body of this MSA and Exhibit C or a State Addendum regarding the use, disclosure, or protection of PHI or SUD Records, Exhibit C or the State Addendum (as applicable) shall control.

13.11 Survival. Sections 4 (to the extent of accrued payment obligations), 6.6, 7, 8, 9.2, 10, 11, 12, and 13, Exhibit C (to the extent provided therein), and any State Addendum incorporated under Section 10.4 (to the extent provided therein), shall survive termination or expiration of this Agreement.

13.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding.

## SIGNATURE PAGE

By executing this Agreement, the parties acknowledge that they have read, understood, and agree to be bound by the terms and conditions set forth herein.

Client Company Name: \_\_\_\_\_

Facility Name(s) / DBA: \_\_\_\_\_

Primary Address: \_\_\_\_\_

### **COMPANY: Navix Health Inc.**

Signature: \_\_\_\_\_

Name: Jason Brumback

Title: President & CEO

Email: [contracts@navixhealth.com](mailto:contracts@navixhealth.com)

Date: \_\_\_\_\_

### **CLIENT**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Company Address: Navix Health Inc., 1609 Norris Drive, Austin, TX 78704

## EXHIBIT C

### BUSINESS ASSOCIATE AND QUALIFIED SERVICE ORGANIZATION AGREEMENT

This Business Associate and Qualified Service Organization Agreement (“BAA”) is entered into between Navix Health Inc. (“Business Associate” or the “Company”) and the Client identified on the signature page of the Master Service Agreement or on an Order Form incorporating the Master Service Agreement (“Covered Entity” or “Client”). This BAA is Exhibit C to the Master Service Agreement between the parties (the “MSA”), is incorporated into the MSA, and is executed by the parties’ execution of the MSA or of an Order Form that incorporates the MSA. No separate signature is required.

Client is a Covered Entity under HIPAA and, where applicable, a Part 2 Program. In providing the Services, the Company creates, receives, maintains, and transmits PHI and, where applicable, SUD Records on Client’s behalf. The parties enter into this BAA to satisfy the requirements of 45 C.F.R. §§ 164.502(e), 164.504(e), 164.308(b), and 164.314(a) and, where applicable, 42 C.F.R. §§ 2.11 and 2.12(c)(4).

#### 1. Definitions

1.1 Capitalized terms used but not defined in this BAA have the meanings given in the MSA or, if not defined there, in HIPAA or Part 2. “Breach,” “Designated Record Set,” “Required by Law,” “Secretary,” “Security Incident,” “Subcontractor,” and “Unsecured PHI” have the meanings given in 45 C.F.R. Parts 160 and 164.

1.2 “Part 2 Program” has the meaning given in 42 C.F.R. § 2.11.

1.3 “SUD Records” means records, as defined in 42 C.F.R. § 2.11, of the identity, diagnosis, prognosis, or treatment of any patient that are maintained in connection with the performance of a Part 2 Program and that the Company creates, receives, maintains, or transmits on behalf of Client. SUD Records are also PHI for purposes of this BAA.

1.4 “Services” has the meaning given in the MSA.

#### 2. Status of the Parties

2.1 Business Associate. The Company is a Business Associate of Client under HIPAA with respect to PHI it creates, receives, maintains, or transmits on Client’s behalf.

2.2 Qualified Service Organization. To the extent Client, or any facility or program covered by an Order Form, is a Part 2 Program and the Company receives, stores, processes, or otherwise deals with SUD Records from or on behalf of Client, the Company is a Qualified Service Organization (“QSO”) of Client and this BAA constitutes a qualified service organization agreement under 42 C.F.R. § 2.11. The Company acknowledges that in receiving, storing, processing, or otherwise dealing with any SUD Records from Client, it is fully bound by 42 C.F.R. Part 2, and that, if necessary, it will resist in judicial proceedings any efforts to obtain access to SUD Records except as permitted by 42 C.F.R. Part 2.

2.3 Designation of SUD Records. Client shall notify the Company in writing if Client, or any facility or program covered by an Order Form, is a Part 2 Program, and is responsible for identifying SUD Records within the Services where the Services permit such designation. Unless Client notifies the Company otherwise in writing, the Company will treat all patient records maintained in the Services for a Client that provides substance use disorder treatment as SUD Records.

### 3. Permitted and Required Uses and Disclosures

3.1 Services. The Company may use and disclose PHI and SUD Records only as necessary to provide the Services under the MSA and applicable Order Forms, as expressly permitted by this BAA, or as Required by Law (subject to Section 3.5 as to SUD Records).

3.2 Management and Administration. The Company may use PHI for its proper management and administration or to carry out its legal responsibilities, and may disclose PHI for those purposes only if the disclosure is Required by Law or the Company obtains reasonable written assurances from the recipient that the PHI will be held confidentially, used or further disclosed only as Required by Law or for the purpose for which it was disclosed, and that the recipient will notify the Company of any instance of which it becomes aware in which the confidentiality of the PHI has been breached. SUD Records shall not be used or disclosed under this Section except as permitted by Part 2.

3.3 Data Aggregation. The Company may use PHI to provide data aggregation services relating to Client's health care operations as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

3.4 De-identification. The Company may de-identify PHI and SUD Records in accordance with 45 C.F.R. § 164.514(a) through (c) and, as to SUD Records, 42 C.F.R. § 2.11, and may use and disclose de-identified data as provided in Section 8.3 of the MSA. De-identified data is not PHI or SUD Records.

3.5 Legal Process; No Disclosure of SUD Records Without a Part 2 Court Order. The Company shall not disclose SUD Records in response to a subpoena, court order, search warrant, discovery request, law enforcement request, or other legal process, or in any civil, criminal, administrative, or legislative proceeding, unless the disclosure is (a) authorized by a written patient consent that meets the requirements of 42 C.F.R. § 2.31, or (b) compelled by a court order that complies with 42 C.F.R. Part 2, Subpart E, accompanied by a subpoena or other legal process as required by 42 C.F.R. § 2.61. Unless legally prohibited from doing so, the Company shall promptly notify Client of any legal process seeking PHI or SUD Records, shall disclose no more than the minimum required, and shall reasonably cooperate with Client in seeking a protective order or other appropriate relief. With respect to PHI that is not SUD Records, the Company may disclose PHI as Required by Law after giving Client such notice where legally permitted.

3.6 Prohibition on Redisclosure. The Company shall not use or disclose SUD Records except as permitted by Part 2 and this BAA. Each disclosure of SUD Records made by the Company that is permitted under this BAA shall be accompanied by the written statement prohibiting redisclosure required by 42 C.F.R. § 2.32, to the extent applicable.

3.7 No Use Against Patients. The Company shall not use or disclose SUD Records, or testimony relaying the content of SUD Records, to initiate or substantiate any criminal charges against a patient or to conduct any investigation of a patient, or in any civil, criminal, administrative, or legislative proceeding against a patient, except as authorized by a consent meeting 42 C.F.R. § 2.31 or a court order under 42 C.F.R. Part 2, Subpart E, consistent with 42 C.F.R. § 2.12(d).

3.8 Prohibited Uses. The Company shall not sell PHI, use or disclose PHI for marketing or fundraising, or use or disclose PHI in any manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Client, except as expressly permitted by Sections 3.2 and 3.3.

3.9 Minimum Necessary. The Company shall limit its uses, disclosures, and requests of PHI to the minimum necessary to accomplish the intended purpose, consistent with 45 C.F.R. § 164.502(b).

## 4. Safeguards

4.1 The Company shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and SUD Records that it creates, receives, maintains, or transmits, and shall comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, including the security standards and implementation specifications applicable to Business Associates.

4.2 Without limiting Section 4.1, the Company shall encrypt PHI in transit and at rest, maintain role-based access controls and audit logging of access to PHI within the Services, and train its workforce members who have access to PHI on their obligations under HIPAA, Part 2, and this BAA.

## 5. Reporting of Incidents and Breaches

5.1 Reporting. The Company shall report to Client (a) any use or disclosure of PHI or SUD Records not permitted by this BAA, (b) any Security Incident, and (c) any Breach of Unsecured PHI, in each case without unreasonable delay and in no event later than five (5) business days after the Company discovers the incident, discovery being determined in accordance with 45 C.F.R. § 164.410(a)(2). The initial report may be based on the information then available and shall be supplemented, as information becomes available, with the content required by 45 C.F.R. § 164.410(c) and in time to permit Client to meet its own notification deadlines under 45 C.F.R. §§ 164.404 through 164.408 and applicable state law.

5.2 SUD Records. An unauthorized use or disclosure of SUD Records, including any disclosure that identifies a patient, directly or indirectly, as having or having had a substance use disorder, is treated as a Breach for purposes of this BAA and shall be reported under Section 5.1 regardless of whether the information would otherwise qualify as Unsecured PHI.

5.3 Unsuccessful Security Incidents. The parties acknowledge that this Section constitutes notice of the ongoing occurrence of unsuccessful Security Incidents for which no additional notice will be given, meaning routine attempts such as pings, port scans, blocked malware, unsuccessful log-on attempts, and denial-of-service attempts that do not result in unauthorized access to, or unauthorized use, disclosure, modification, or destruction of, PHI.

5.4 Mitigation and Cooperation. The Company shall mitigate, to the extent practicable, any harmful effect known to the Company of a use or disclosure of PHI or SUD Records in violation of this BAA, shall cooperate with Client's investigation and risk assessment, and shall not notify affected individuals, regulators, or the media of a Breach on Client's behalf without Client's prior written direction unless Required by Law. Where the Breach was caused by the Company, the Company shall bear the reasonable costs of investigation, notification, and mitigation as provided in Section 11.2 of the MSA.

## 6. Subcontractors

6.1 The Company shall ensure that any Subcontractor that creates, receives, maintains, or transmits PHI or SUD Records on behalf of the Company agrees in writing to restrictions, conditions, and requirements at least as protective as those that apply to the Company under this BAA, including, as to SUD Records, the obligations of Part 2. The Company shall make a current list of such Subcontractors available to Client upon written request and remains responsible to Client for the acts and omissions of its Subcontractors with respect to PHI and SUD Records.

## 7. Individual Rights

7.1 Access. Within ten (10) business days of Client's written request, the Company shall make PHI maintained in a Designated Record Set available to Client as necessary for Client to meet its obligations under 45 C.F.R. § 164.524. Client acknowledges that the Services permit Client to fulfill most access requests directly.

7.2 Amendment. Within ten (10) business days of Client's written request, the Company shall make PHI maintained in a Designated Record Set available for amendment and incorporate any amendment as directed by Client in accordance with 45 C.F.R. § 164.526.

7.3 Accounting of Disclosures. The Company shall document disclosures of PHI and SUD Records it makes, and the information related to such disclosures, as would be required for Client to respond to a request for an accounting of disclosures under 45 C.F.R. § 164.528 and, as to SUD Records, 42 C.F.R. § 2.25, and shall provide such information to Client within ten (10) business days of Client's written request.

7.4 Restrictions and Confidential Communications. The Company shall comply with any restriction on the use or disclosure of PHI, and any request for confidential communications, that Client has agreed to under 45 C.F.R. § 164.522 and communicated to the Company in writing.

7.5 Delegated Obligations. To the extent the Company carries out one or more of Client's obligations under Subpart E of 45 C.F.R. Part 164, the Company shall comply with the requirements of Subpart E that apply to Client in the performance of such obligations.

## 8. Books and Records

8.1 The Company shall make its internal practices, books, and records relating to the use and disclosure of PHI and SUD Records available to the Secretary for purposes of determining Client's and the Company's compliance with HIPAA and, to the extent applicable, Part 2.

## 9. Obligations of Client

9.1 Notices. Client shall notify the Company in writing of (a) any limitation in Client's notice of privacy practices, (b) any change in, or revocation of, a patient's permission to use or disclose PHI or SUD Records, and (c) any restriction on the use or disclosure of PHI to which Client has agreed, in each case to the extent the limitation, change, revocation, or restriction may affect the Company's use or disclosure of PHI or SUD Records.

9.2 Part 2 Consents and Configuration. Client is responsible for obtaining, documenting, and maintaining the patient consents required by Part 2 for disclosures Client makes or directs through the Services, for honoring revocations, and for configuring consent, access, disclosure, and patient-portal settings within the Services in accordance with Part 2, HIPAA, and applicable state law. The Company shall act in accordance with Client's configuration of the Services.

9.3 Permissible Requests. Client shall not request the Company to use or disclose PHI or SUD Records in any manner that would not be permissible under HIPAA or Part 2 if done by Client, except as permitted under Sections 3.2 and 3.3.

9.4 Client Compliance. Client remains responsible for its own obligations as a Covered Entity and, where applicable, a Part 2 Program, including obligations not delegated to the Company under this BAA.

## 10. Term and Termination

10.1 Term. This BAA is effective as of the Effective Date of the MSA and continues until all PHI and SUD Records provided by Client to the Company, or created or received by the Company on behalf of Client, are returned or destroyed in accordance with Section 10.3, or, if return or destruction is infeasible, for so long as the Company retains PHI or SUD Records.

10.2 Termination for Breach. Either party may terminate the MSA and this BAA if the other party has materially breached this BAA and fails to cure the breach within thirty (30) days after receiving written notice specifying the breach, or immediately upon written notice if cure is not possible. Client may exercise this right notwithstanding Section 6.3 of the MSA.

10.3 Return or Destruction. Upon expiration or termination of the MSA and following the data export period provided in Section 6.6 of the MSA, the Company shall return to Client or destroy all PHI and SUD Records that the Company maintains in any form, and shall retain no copies, except that (a) the Company may retain PHI in routine backup media until overwritten in the ordinary course under its standard retention schedule, and (b) where the Company determines that return or destruction is otherwise infeasible, it shall notify Client of the conditions that make return or destruction infeasible. Any PHI or SUD Records retained under this Section remain subject to this BAA, and the Company shall limit further uses and disclosures to those purposes that make return or destruction infeasible. Destruction shall be performed in a manner that renders the PHI unusable, unreadable, or undecipherable, consistent with guidance issued by the Secretary.

## 11. General

11.1 Regulatory References. A reference in this BAA to a section of HIPAA or Part 2 means the section as in effect or as amended, and to any successor provision.

11.2 Amendment. The parties shall take such action as is necessary to amend this BAA from time to time as required for the parties to comply with changes in Applicable Privacy Law. No amendment that reduces the protections afforded to PHI or SUD Records is effective unless in writing and signed by both parties.

11.3 Interpretation. Any ambiguity in this BAA shall be resolved to permit compliance with HIPAA and Part 2.

11.4 No Third-Party Beneficiaries. Nothing in this BAA confers any right, remedy, or obligation on any person other than the parties and their respective successors and permitted assigns.

11.5 Relationship to the MSA. This BAA controls over the body of the MSA with respect to the use, disclosure, and protection of PHI and SUD Records. All other terms of the MSA, including Section 11 (Limitation of Liability) and Section 12 (Indemnification), apply to this BAA, and claims arising under this BAA are Data Protection Claims subject to the Data Protection Cap in Section 11.2 of the MSA. Nothing in this BAA expands the Company's liability beyond that provided in the MSA.

11.6 State Addenda. Where a State Addendum has been incorporated under Section 10.4 of the MSA, it supplements this BAA with respect to the facilities it covers.

11.7 Survival. Sections 3.5, 3.6, 3.7, 5, 10.3, and 11 survive expiration or termination of this BAA.