

Service Terms and Conditions

Version: 03.01.2025

These Service Terms and Conditions ("Terms and Conditions") are issued by Medviz, Inc. ("Medviz Systems"). They apply to and govern all services provided by Medviz Systems to any client ("Client") that signs a written Services Agreement with Medviz Systems. The Services Agreement is the primary contract executed between the Client and Medviz Systems that specifies the scope of services, fees, and any client-specific terms. These Terms and Conditions supplement and form an integral part of each Services Agreement; together they constitute the binding Agreement between the Client and Medviz Systems. By signing a Services Agreement, the Client acknowledges and agrees to these Terms and Conditions without further signature. In the event of any direct conflict between a provision in the Services Agreement and these Terms and Conditions, the specific terms of the Services Agreement will prevail with respect to that provision.

Reference URL for incorporation: medviz.ai/terms

1. Scope of Services

Medviz Systems agrees to provide the services described in the Services Agreement (the "Services") in a professional and compliant manner, consistent with industry standards. While the exact scope of Services for each Client will be defined in the Services Agreement, Medviz Systems generally offers revenue cycle management (RCM), administrative services, and AI-powered platforms to healthcare providers. These Services typically include, but are not limited to:

1.1 Claims Submission and Processing: Preparation, scrubbing, and submission of the Client's medical claims to governmental and private third-party payors (insurance companies, Medicare/Medicaid, etc.), including primary and secondary claims, using electronic means whenever possible (and paper submissions when required). Medviz Systems will transmit claims via reasonably secure methods and within a timely frame compliant with applicable filing deadlines.

1.2 Insurance Accounts Receivable Management: Follow-up on unpaid or denied claims, including correspondence or calls with insurance payors to check claim status, address denials or rejections, and re-submit or appeal claims when appropriate. This includes researching denied

claims, correcting errors when feasible (with Client cooperation as needed), and resubmitting claims to maximize reimbursement in accordance with payor rules.

1.3 Payment Posting: Recording of payments and remittances. Medviz Systems will post payments and adjustments by insurers and patients to the Client's billing system or practice management software, including EOB and ERA details, as well as any patient payments or co-payments communicated by the Client.

1.4 Patient Billing Support (if included): If the Client's Services Agreement includes patient billing services, Medviz Systems will provide support for patient balances. This typically involves generating and mailing patient statements, handling inbound patient billing inquiries via a dedicated phone line, and facilitating the establishment of payment plans. Medviz Systems will generally issue a defined number of patient statements (for example, up to three at regular intervals). If after the standard dunning period (e.g. 90 days from the first statement) the balance remains unpaid, Medviz Systems may notify the Client of the delinquent account so the Client can consider further collection actions. **Medviz Systems' patient billing services do not include proactive outbound calls to patients for collection, and Medviz Systems will not initiate any legal action or lawsuits against patients to collect balances.**

1.5 Reporting and Practice Analytics: Provision of routine financial and performance reports to the Client (typically on a monthly and/or weekly basis as appropriate), including A/R aging summaries, charges/payments/adjustments summaries, productivity reports by procedure code or by provider, month-end reconciliation reports, and other agreed-upon metrics.

1.6 Implementation and Account Setup: For new Clients, Medviz Systems will assist with initial implementation tasks, such as setting up the Client in our billing software or coordinating interfaces, and establishing electronic data interchange (EDI) agreements with payors. Medviz Systems will designate a dedicated account manager or point of contact (e.g., a practice success manager) to oversee the Client's revenue cycle activities.

1.7 Service Limitations: While Medviz Systems is committed to excellence in delivering services, there are important boundaries to our role. Medviz Systems does not provide legal or accounting advice, and nothing in our Services should be construed as legal counsel or a guarantee of compliance on matters outside billing. **Additionally, unless explicitly agreed otherwise in writing, Medviz Systems does not perform medical coding from clinical documentation. The Client is responsible for assigning the appropriate diagnosis (ICD) and procedure (CPT/HCPCS) codes (including modifiers, if applicable) for the services they render.** Medviz Systems will rely on the coding information supplied by the Client's providers or staff. Medviz Systems will not alter or add new diagnosis or procedure codes on claims unless specifically directed to do so by the Client in writing or unless necessary to correct obvious errors with the Client's approval. By engaging Medviz Systems, the Client acknowledges that all clinical coding reflects the judgment of the Client's practitioners. Medviz Systems also does not guarantee that every claim will be paid or that reimbursements will meet any specific criteria — see Disclaimers below.

1.8 Additional Services and AI Platforms: Any additional services or special projects (for example, credentialing services, virtual front desk, denials management, billing audit) will be provided only if explicitly agreed in the Services Agreement or a written addendum. In addition to managed services, Medviz Systems offers AI-powered platforms — including Samaat.ai (clinical documentation), DAWAM (CCM/PCM/BHI/RPM management), and Autone Flow (workflow automation) — each of which is licensed under the corresponding Services Agreement and subject to additional product-specific terms in Section 4 below.

Medviz Systems may maintain internal policies and procedures governing how Services are delivered; these internal policies may be updated from time to time to improve service quality or comply with changing regulations, provided that any such changes will not materially reduce the scope of Services without the Client's consent.

2. Exclusive Service Arrangement

During the term of the Agreement, the Client agrees that Medviz Systems will serve as the exclusive provider of the billing and revenue cycle management services described in the Services Agreement. The Client shall not hire or use the services of any other third-party billing or claims processing company to perform the same Services covered by this Agreement for the Client's practice, unless otherwise agreed in writing by Medviz Systems. This exclusivity is important to avoid confusion, duplicate workflows, or interference that could arise from multiple billing entities working on the same accounts. The Client may perform some billing-related tasks internally with its own staff (for example, charge entry or patient billing in-office) if that is part of the agreed workflow, but the Client will not simultaneously engage a different external billing service for the accounts that Medviz Systems is handling. If the Client wishes to add another billing service or internalize the services during the term, the Client should discuss terminating or amending the Agreement with Medviz Systems in accordance with the termination provisions herein.

3. Client Responsibilities and Obligations

To enable Medviz Systems to perform the Services effectively and in compliance with law, the Client has important responsibilities under this Agreement. The Client understands that the success of the billing and collection process is a collaborative effort. Failure by the Client to fulfill the following obligations may impede results and can also relieve Medviz Systems from certain responsibilities or liability. The Client agrees to:

3.1 Provide Complete and Accurate Information: Furnish Medviz Systems with all Billing Information and documentation necessary to bill and collect for the Client's services, and ensure that such information is true, accurate, legible, and complete. "Billing Information" includes patient personal and insurance details (with copies of insurance cards and any required referrals or authorizations), dates of service, services and procedures provided, applicable diagnosis and procedure codes (ICD, CPT/HCPCS codes, with modifiers if applicable), and any supporting clinical

documentation needed to obtain reimbursement. The Client is solely responsible for the accuracy of all Billing Information and for determining the medical necessity and appropriateness of the healthcare services rendered to patients. Medviz Systems will not be responsible for verifying medical necessity or the completeness/accuracy of the clinical content of claims — that responsibility rests with the Client as the healthcare provider.

3.2 Timely Submission of Information: Provide all required Billing Information and any other requested data or signatures to Medviz Systems in a timely manner. Billing information for services should ideally be provided daily or within a short time after each date of service (or within the timeframe specified in the Services Agreement or Medviz's policies). Likewise, any correspondence or documentation received by the Client that is needed by Medviz Systems should be forwarded promptly (generally within a few days of receipt). Timely cooperation ensures that claims are submitted within payor filing deadlines and that follow-up can occur promptly.

3.3 Cooperate with Medviz Systems: Work collaboratively with Medviz Systems and provide reasonable assistance as needed. This includes being available to answer questions about unclear charges or patient information, completing tasks that require the Client's direct involvement, and providing any necessary authorizations or consents. The Client may need to help complete certain payor-specific enrollment forms, provide login credentials for payor portals or hospital systems, or sign electronic data interchange (EDI) agreements. The Client will respond and cooperate with Medviz Systems' requests as soon as reasonably possible.

3.4 Maintain Required Credentials and Compliance: Ensure that all necessary licenses, registrations, and credentials for the Client and its providers are current and valid. The Client must maintain active status with all applicable state medical boards, and obtain and keep current all identification numbers needed for billing (NPI for providers or the practice, tax ID, Medicare/Medicaid provider enrollments, etc.). The Client is responsible for its own credentialing with insurance payors, unless credentialing services are separately contracted from Medviz Systems.

3.5 Retain Responsibility for Non-Delegated Tasks: Understand that any task not expressly included in Medviz Systems' scope of Services remains the Client's responsibility. Patient scheduling, referral and authorization management, fee schedule maintenance, and credit balance/refund processing remain the Client's responsibility unless separately contracted.

3.6 Submit Only Compliant Claims: Ensure that only legally compliant and truthful claims are submitted for reimbursement. The Client shall not ask or allow Medviz Systems to submit any claim that the Client knows or suspects to be false, fraudulent, upcoded, or otherwise in violation of applicable laws or payor rules. The Client agrees to review any compliance-related questions or rejections that Medviz Systems brings to its attention and to promptly correct and resubmit any billing information or claim that Medviz Systems returns to the Client due to a compliance concern or error.

3.7 Non-Interference: Refrain from taking any action (or failing to take action) that would reasonably be expected to interfere with or delay Medviz Systems' ability to perform the Services. The Client should not unreasonably withhold information necessary for billing, should

not make changes in its practice management software or patient registration process that disrupt claims processing without informing Medviz Systems, and should notify Medviz Systems in advance of any significant operational changes.

3.8 Acknowledge External Factors: Acknowledge that the timeliness and amount of reimbursements are affected by variables beyond Medviz Systems' direct control. Factors such as payor policies, patient insurance coverage limitations, changes in law, delays by insurers, patient non-payment, or incomplete documentation can impact outcomes. Medviz Systems will not be responsible for losses or reduced collections that result from factors outside its control or from the Client's own acts or omissions.

3.9 Retain Clinical Authority: Maintain full responsibility for all medical, ethical, and professional decisions in the Client's practice. Nothing in this Agreement permits Medviz Systems to direct or control the clinical aspects of the Client's services. The Client retains sole authority over patient care, diagnosis, treatment, and any other aspect of practicing medicine or healthcare.

3.10 Responsibility for Pre-Agreement Claims: Take responsibility for any billing or accounts receivable that pre-date the Effective Date of the Services Agreement, unless Medviz Systems has agreed to take responsibility by including the Old A/R Recovery service in the Services Agreement. Any services rendered by the Client to patients before the Effective Date are outside the scope of Medviz Systems' responsibility unless otherwise agreed in writing.

3.11 Assist in Denial Resolution: Participate as needed in resolving claim denials or payer inquiries that require the Client's input. Medviz Systems will make best efforts to appeal or correct denied claims, but sometimes payors require additional information only the Client can provide. The Client agrees to promptly supply such information or documentation upon request.

3.12 Maintain Insurance Coverage: Maintain appropriate insurance during the term of the Agreement, including general commercial liability insurance and professional liability (malpractice) insurance or errors and omissions coverage. Unless otherwise agreed, the Client should have coverage limits of at least \$1,000,000 per occurrence and \$3,000,000 in aggregate (or higher if required by law or any hospital/contract the Client is party to).

3.13 Notify of Key Changes: Inform Medviz Systems of any material changes to the Client's business or contact information that could affect billing, within seven (7) days of any change in the Client's official business address, primary billing contact, or other important contact details. The Client should also communicate organizational changes (new locations, providers, tax ID changes, EHR/billing software changes) as soon as possible.

4. HIPAA Compliance, Confidentiality, and AI Platform Terms

Because Medviz Systems will be handling sensitive financial and health information on the Client's behalf, both parties have obligations to protect the privacy and security of data in compliance with HIPAA and other applicable privacy laws.

4.1 Business Associate Agreement (BAA): Medviz Systems will be acting as a "Business Associate" of the Client (who is a Covered Entity under HIPAA) when performing services that involve Protected Health Information ("PHI"). Accordingly, by entering into the Services Agreement, the Client also agrees to the terms of Medviz Systems' Business Associate Agreement available at medviz.ai/baa, which complies with 45 C.F.R. §§ 164.502(e) and 164.504(e). The terms of the BAA are hereby incorporated by reference into these Terms and Conditions. Both parties will comply with the applicable requirements of HIPAA and the HITECH Act regarding PHI security and breach notification.

4.2 Use and Protection of PHI: Medviz Systems will treat all PHI and other medical information received from the Client as confidential and will not use or disclose it except as permitted by the Agreement (including the BAA) or as otherwise required by law. Medviz Systems maintains physical, technical, and administrative safeguards to protect PHI against unauthorized access, in line with industry standards and legal requirements, including secure encrypted channels for electronic data transmission and need-to-know access controls.

4.3 Confidential Business Information: Both parties may exchange confidential or proprietary information during the Agreement (Client financial information, practice strategies, patient lists; Medviz Systems' pricing, processes, software access credentials). All non-public information provided by one party to the other shall be deemed Confidential Information and protected from disclosure to any third party except as needed to carry out the Services or as permitted by the disclosing party.

4.4 Client's Consent and Authority: The Client represents and warrants that it has the legal right and authority to provide Medviz Systems with any patient information or other data shared for purposes of the Services. The Client will obtain any patient acknowledgments or consents as required under HIPAA or other privacy laws. The Client agrees to indemnify and hold Medviz Systems harmless from any damages, penalties, or losses arising from the Client's provision of or Medviz Systems' handling of Protected Health Information in reliance on the Client's representations.

4.5 AI Platform-Specific Terms. The following additional terms apply to use of Medviz AI platforms:

- **Samaat.ai (Clinical Documentation):** The Client is solely responsible for obtaining all required patient consents prior to initiating any audio recording, including consents required by federal and applicable state law (including two-party consent statutes). Audio recordings are retained only as long as necessary to generate and finalize SOAP notes, typically not longer than thirty (30) days. AI-generated documentation is presented as a draft and must be reviewed and signed by the licensed treating clinician; no note is finalized without provider review. Identifiable patient audio or transcriptions are not used to train AI models without explicit written authorization from the Covered Entity.
- **DAWAM (Care Management Platform):** The Client is responsible for obtaining and documenting patient consent for enrollment in CCM, PCM, BHI, or RPM programs as

required by CMS and applicable state law. Time-tracking and billing reports generated by DAWAM are intended to support billing — final claim submission is the Client's responsibility (or, if Medviz Systems is providing billing services under a separate engagement, governed by Section 1 above).

- **Autone Flow (Workflow Automation):** Autone Flow agents act on behalf of the Client within configured boundaries. The Client is responsible for reviewing automation rules, approving categories of actions that may be taken without human review, and monitoring exception handling. Medviz Systems will not configure agents to take action outside the scope authorized by the Client in the relevant Services Agreement or workflow configuration.

5. Payment of Fees

In consideration for the Services, the Client agrees to pay Medviz Systems the fees as set forth in the Services Agreement. Compensation may be structured as a percentage of collections, a per-claim fee, a flat periodic fee, or another structure depending on what is negotiated. Specific fee amounts, rates, and payment schedules are detailed in the Services Agreement and/or associated Order Form.

5.1 Invoicing: Medviz Systems will invoice the Client on a regular basis (typically monthly) outlining fees due for the period. The Client agrees to review invoices promptly and communicate any good-faith disputes within 7 business days of the invoice date.

5.2 Payment Terms: Standard payment term is Net 7 days from receipt of invoice unless otherwise specified in the Services Agreement. The Client agrees to pay all invoiced amounts on time via the designated method. Currency is U.S. Dollars.

5.3 Late Payments: Medviz Systems reserves the right to assess a late fee or interest on overdue amounts (e.g., 1.0% per month or the maximum allowed by law, if lower). Significant lateness, after a written notice and a cure period, may constitute a material breach and grounds for suspension of Services or termination.

5.4 Fee Applicability and Adjustments: Medviz Systems will only charge fees on services and collections that occur during the term of the Agreement. If a collected payment is later refunded to a payor or patient, Medviz Systems' fee may be adjusted or credited accordingly. All fees are exclusive of any taxes; the Client is responsible for any applicable sales or similar taxes.

6. Receiving Payments; Client's Trust Accounts

All payments from third-party payors and patients for the Client's services will go directly to the Client (or the Client's designated bank account or lockbox). Medviz Systems does not take assignment of or hold the Client's receivables; instead, we facilitate billing and collection on the Client's behalf, but the funds flow to the Client.

6.1 Insurance Payments and Correspondence: The Client agrees to promptly forward to Medviz Systems copies of any insurance payment documentation it receives (EOBs, remittance advices, insurance correspondence). The Client will provide Medviz Systems with access to receive these electronically where possible, or scan/send copies within ten (10) days of receipt.

6.2 Patient Payments: If the Client or its staff directly collects payments from patients, the Client must relay that information to Medviz Systems in a timely manner for proper posting. Similarly, if the Client uses a credit card processor or online portal, the Client should grant Medviz Systems access to view transactions or regularly export and send payment reports.

7. Term and Termination

This Agreement commences on the Effective Date stated in the Services Agreement and will remain in effect for an initial period of one (1) year, unless terminated earlier in accordance with the provisions below. If neither party provides written notice of termination at least ninety (90) days prior to the expiration of the initial term, the Agreement shall automatically renew for successive one-year periods.

7.1 Termination by Medviz Systems (For Cause): Medviz Systems may terminate the Agreement immediately upon written notice if any of the following occurs: **(a)** the Client is excluded, debarred, or otherwise prohibited from participation in Medicare, Medicaid, or any federal or state health care program; **(b)** the Client or any of its providers loses, suspends, or has its professional license revoked; **(c)** the Client files for bankruptcy or seeks creditor protection; **(d)** the Client is not complying with applicable laws or regulations relevant to the services being billed, or fails to adhere to Medviz Systems' standard processes in a way that materially impairs Medviz Systems' ability to perform Services; or **(e)** the Client fails to pay invoices when due and does not cure that non-payment within 30 days after written notice.

7.2 Termination by Client (For Convenience): The Client may terminate this Agreement for convenience by providing at least ninety (90) days' prior written notice. If the Client terminates the Agreement before the completion of the initial fixed term of one (1) year, the Client agrees to pay Medviz Systems an early termination fee equal to the average monthly fee for the remaining months of the initial term. The average monthly fee will be calculated based on the average of the last three (3) monthly invoices issued to the Client prior to the notice of termination. During the 90-day notice period, Medviz Systems will continue to provide Services, and the Client remains obligated to pay for those Services.

7.3 Mutual Termination: The Client and Medviz Systems can mutually agree in writing to terminate the Agreement at any time on mutually acceptable terms.

7.4 Effect of Termination: On the effective date of termination, Medviz Systems will cease performing Services for the Client. However, Medviz Systems may, at its discretion and with the Client's agreement, continue to process and finalize any claims that were already in progress prior to the termination. As of termination, the Client should promptly assume responsibility for all billing functions. Medviz Systems will make commercially reasonable efforts to facilitate a

seamless transfer of knowledge and data. Termination or expiration shall not relieve either party of any liability or obligation accrued prior to termination. Provisions including confidentiality, indemnification, limitations of liability, and accrued payment obligations shall survive termination.

8. Return of Data

The Client's data (including patient and billing records) that Medviz Systems handles remains the property of the Client. Upon termination or expiration of the Agreement, the Client has the right to retrieve its data from Medviz Systems' systems.

8.1 Request Period: The Client must request the return or export of its data within 90 days of the Termination Date. This request should be in writing.

8.2 Method and Format: Upon a timely request, Medviz Systems will provide the data either by secure electronic transfer or on physical media, in a standard format such as CSV reports, database exports, or native files from the billing software. Medviz Systems is not obligated to provide proprietary software but will give the raw data.

8.3 Costs: Medviz Systems may charge a reasonable data extraction or transfer fee if significant effort or costs are involved. The Client will be informed of any expected charges at the time of the request.

8.4 Deletion of Data: After the 90-day post-termination period (or after data has been transferred, whichever comes first), Medviz Systems reserves the right to securely delete the Client's data from its active systems, provided such deletion is compliant with any record retention laws.

8.5 Continuing Responsibilities: Even after data is returned, the Client remains responsible for maintaining patient medical and billing records as required by law.

9. Disclaimers and Limitation of Liability

Medviz Systems is committed to delivering quality services, but it is important to set forth certain disclaimers and limits on liability.

9.1 No Guarantee of Results: Medviz Systems has not made any guarantee of any particular level of collections or financial results. The actual amount collected depends on many factors outside Medviz Systems' control. Medviz Systems does not guarantee that any minimum amount or percentage of the Client's accounts will be collected.

9.2 Client Responsible for Unfulfilled Obligations: If the Client fails to meet its responsibilities or follow Medviz Systems' recommended procedures, the Client assumes all risk of loss of revenue that may result.

9.3 Disclaimer of Warranties: Except as expressly set forth in the Services Agreement or these Terms and Conditions, Medviz Systems provides its services "**AS IS**" and disclaims all other

warranties, express or implied, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Medviz Systems does not warrant that the Services will be completely error-free or uninterrupted.

9.4 Third-Party Services and Systems: The Client acknowledges that Medviz Systems may rely on or integrate with third-party software, systems, or services (EHR systems, clearinghouses, mailing services, etc.). Medviz Systems is not responsible for the availability, accuracy, or performance of third-party services outside its control.

9.5 No Liability for Indirect Damages: TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER MEDVIZ SYSTEMS NOR ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, OR AFFILIATES SHALL BE LIABLE TO THE CLIENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES. Examples of excluded damages include loss of profits or revenue, loss of business opportunities, business interruption, loss of data, damage to reputation, or any punitive or exemplary damages.

9.6 Cap on Direct Liability: MEDVIZ SYSTEMS' TOTAL CUMULATIVE LIABILITY TO THE CLIENT FOR ANY AND ALL CLAIMS ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY THE CLIENT TO MEDVIZ SYSTEMS DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM (or during the period of the Services if shorter).

9.7 Limitation Period for Claims: Any claim or cause of action the Client may have against Medviz Systems must be brought within three (3) months after the Client becomes aware of the facts giving rise to the claim. After that period, any such claim is permanently waived and barred.

Important: If a court of competent jurisdiction finds that any part of the above disclaimers or limitations is unenforceable under applicable law, that part will be deemed modified or removed to the minimum extent necessary, and all other limitations and exclusions will remain in effect.

10. Indemnification

To further allocate responsibility, the Client agrees to indemnify Medviz Systems for certain third-party claims or losses that result from the Client's actions or breaches.

10.1 Client's Indemnification Obligation: The Client shall indemnify, defend, and hold harmless Medviz Systems and its members, managers, directors, officers, employees, contractors, agents, and affiliated companies (collectively, the "Indemnified Parties") from and against any and all claims, demands, lawsuits, judgments, damages, losses, liabilities, penalties, fines, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to: **(a)** any breach of this Agreement by the Client, or any negligent, willful, or wrongful act or omission by the Client or its owners, employees, staff, or agents; **(b)** any violation of federal, state, or local laws or regulations by the Client or its business; **(c)** the Client's improper or unauthorized use of the Services, or infringement upon any third-party's rights by the Client; **(d)** any suspension, termination, or adverse change in Medviz Systems' access to third-party

services or payor systems that is due to the Client's actions; **(e)** any claims arising from false, fraudulent, misleading, or materially inaccurate information supplied by the Client to Medviz Systems, including coding information; **(f)** any breach by the Client of a contract or obligation with a third party that affects Medviz Systems; or **(g)** any other acts of the Client or parties under the Client's control that nonetheless implicate Medviz Systems.

10.2 Indemnification Procedure: If an Indemnified Party receives notice of a claim it believes the Client is obligated to defend, the Indemnified Party will promptly notify the Client in writing. The Client shall promptly assume the defense with counsel reasonably satisfactory to Medviz Systems. The Client may not settle any claim in a manner that admits fault by an Indemnified Party or imposes any non-monetary obligations without that party's prior written consent.

11. Non-Solicitation

During the term of the Agreement and for a period of twelve (12) months following the termination or expiration of the Agreement, the Client agrees that it will not, directly or indirectly, solicit or hire any employee of Medviz Systems (or its subcontractors) who had been involved in providing Services to the Client, without Medviz Systems' prior written consent. This restriction does not apply where a Medviz Systems employee independently responds to a general job advertisement not specifically targeted at Medviz Systems' staff.

12. Force Majeure

Neither party shall be liable for any delay or failure in performing its obligations (except payment obligations) under this Agreement if such delay or failure is caused by events or circumstances beyond its reasonable control and without that party's fault or negligence (acts of God, natural disasters, war, civil unrest, strikes, epidemics or pandemics, governmental orders, electrical or telecommunication outages, or any other unforeseeable event beyond control — each a "Force Majeure Event"). The affected party shall give prompt notice and use reasonable efforts to mitigate. If a Force Majeure Event lasts for an extended period (e.g., more than 30 days of significantly reduced capability), the parties will discuss in good faith whether modifications to the Agreement are appropriate.

13. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles.

13.1 Good Faith Negotiation: In the event of a dispute, the parties shall first attempt in good faith to resolve it informally for a period of at least 30 days after written notice of the dispute.

13.2 Mediation (Optional): If initial negotiations do not resolve the dispute, the parties may by mutual consent attempt to resolve the dispute through mediation.

13.3 Jurisdiction and Venue: Any legal action shall be brought in the state or federal courts located in the State of Florida, in Palm Beach County or another appropriate county where Medviz Systems' principal office is located.

13.4 Remedies: Each party may seek injunctive relief as necessary to enforce confidentiality or non-solicitation obligations, in addition to any other remedies available at law or equity.

13.5 Legal Fees: In any action to enforce rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

14. Assignment and Subcontracting

14.1 Assignment by Medviz Systems: Medviz Systems may assign this Agreement, in whole or in part, to an affiliate or successor entity, or to any third party that acquires substantially all of the assets or business of Medviz Systems relevant to this Agreement. Medviz Systems may also delegate or subcontract certain Services to qualified subcontractors, provided that Medviz Systems remains responsible for performance and ensures any subcontractor agrees to confidentiality and data protection obligations similar to those in this Agreement (including signing a BAA if PHI is involved).

14.2 Assignment by Client: The Client may not assign or transfer this Agreement or any of its rights or obligations to any third party without the prior written consent of Medviz Systems. Medviz Systems will not unreasonably withhold consent but may require the assignee to sign a new Services Agreement. Any attempt to assign without consent will be null and void.

15. No Third-Party Beneficiaries

This Agreement is made solely for the benefit of Medviz Systems and the Client, and (except for the indemnified parties under Section 10) no other person or entity shall be considered a third-party beneficiary. Patients, insurers, subcontractors, or other external parties have no rights or claims under this Agreement just because they may be affected by the Services.

16. Modification of Terms

Medviz Systems may, from time to time, update or modify these standard Terms and Conditions. Once the Client has signed a Services Agreement, these Terms and Conditions as of that date are binding unless changed by mutual agreement or through the following procedure:

16.1 Medviz Systems will provide the Client with written notice of proposed changes at least 30 days before they are intended to become effective.

16.2 The Client has the right to object to the changes within 30 days. If the Client objects in writing, the parties will discuss the concerns in good faith. If an understanding cannot be reached, the existing Terms will continue for the remainder of the then-current term.

16.3 If the Client does not object in writing within 30 days and continues to receive Services after the effective date of the updated Terms, the Client is deemed to have accepted the new Terms and Conditions from that effective date.

16.4 The Client and Medviz Systems can always mutually agree in writing to an amendment or addendum modifying specific provisions at any time.

17. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision will be severed to the minimum extent necessary, and the remaining provisions will remain in full force and effect. The parties will negotiate in good faith to replace any such invalid provision with a valid provision that achieves, as closely as possible, the intended economic and legal effect.

18. Waiver

No waiver of any term or condition of this Agreement by either party shall be effective unless made in writing and signed by the party against whom the waiver is claimed. Failure or delay by either party to exercise any right shall not constitute a waiver of that right or provision. A waiver of any particular breach shall not be deemed a waiver of any subsequent breach.

19. Independent Contractor Relationship

The relationship between Medviz Systems and the Client is that of independent contractor and client. Nothing in this Agreement is intended to create a partnership, joint venture, agency, or employment relationship between the parties. Each party remains responsible for the supervision, management, direction, and payment of its own employees. Medviz Systems will use its own judgment and expertise as an independent professional service provider and is responsible for its own expenses, insurance, and compliance with laws applicable to it as a service provider.

20. Entire Agreement

This Agreement (comprising the Services Agreement, these Terms and Conditions, and any attached schedules, exhibits, or Business Associate Agreement incorporated by reference) constitutes the entire agreement between Medviz Systems and the Client with respect to the subject matter herein. It supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, or warranties, both written and oral.

Any changes or additions to this Agreement must be made in accordance with the Modification of Terms section or via a formal written amendment signed by both parties. Any standard terms on

the Client's purchase orders or the like (which are not specifically negotiated and signed by Medviz Systems) will not apply to alter the terms of this Agreement.

Acceptance. By signing the Services Agreement with Medviz Systems, the Client attests that it has read, understood, and agrees to these Terms and Conditions. These Terms are deemed incorporated into the Services Agreement as if fully set forth therein.