

ICANotes, LLC

MASTER SERVICES AGREEMENT

Last Updated: July 28, 2026

This Master Services Agreement (this “MSA”) is effective as of the Order Form Effective Date of the applicable Order Form between ICANotes, LLC, a limited liability company with its principal place of business at 6 E Eager Street, Suite 310, Baltimore, Maryland 21202 (“ICANotes,” “we,” “us,” or “our”) and the customer identified in such Order Form (“Client” or “Customer”) referencing this MSA (the “Effective Date”). This MSA governs such Order Form. Capitalized terms used in this MSA and not defined elsewhere herein shall have the meaning given in Section 1 of this MSA or in the applicable Order Form.

WHEREAS, ICANotes provides electronic health records (EHR) practice management software, secure messaging, and health information exchange connectivity services to behavioral health providers; and

WHEREAS, Client wishes to engage ICANotes for one or more of the Services described in the applicable Order Form pursuant to the terms and conditions of the Agreement;

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MUST NOT USE THE SERVICES. Should you have any questions concerning these Terms, please contact us at legal@icanotes.com

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

SECTION 1. DEFINITIONS

“Agreement” means this MSA, including its Exhibits, the BAA, all Order Forms (and any exhibits or schedules thereto), and all documents incorporated by reference into any of the foregoing.

“Business Associate Agreement” or “BAA” means the Business Associate Agreement attached to this MSA as Exhibit A.

“EHR Services” means ICANotes’ electronic health records and practice management software platform, accessed via ICANotes’ website and related applications.

“Kno2 Secure Messaging” means the Kno2-powered secure clinical messaging functionality embedded within the ICANotes EHR.

“Order Form” means a written purchase order or service schedule or statement of work executed by both parties specifying the selected Services, quantities, fees, and other mutually agreed terms. The parties may execute multiple Order Forms.

“Patient Data” means all information, files, bills, invoices, statements, records, and reports relating to a patient or a patient’s child for whom Services are provided to Client.

“Protected Health Information” or “PHI” has the meaning set forth at 45 C.F.R. § 160.103.

“Services” means any or all of the EHR Services, Kno2 Secure Messaging, and VHIE Connectivity, as selected by Client in an Order Form.

“Software” has the meaning set forth in Section 7.1.

“Submissions” has the meaning set forth in Section 7.4.

“Term” has the meaning set forth in Section 5.1.

“Updates” means bug fixes, improvements, enhancements, new software modules, and other changes ICANotes provides generally to its customers.

“User” means Client and any entity or individual that Client allows to access the Services using access credentials for Client’s account.

“User Content” means all code, data, text, records, images, and other materials uploaded or transmitted through the Services by Client or its Users; provided, that “User Content” excludes all Submissions, the Software, the Services, and any derivatives of the Submissions, Software or Services.

“VHIE Connectivity” means ADT and CCD interface connectivity to the Vermont Health Information Exchange via the ICANotes EHR platform.

SECTION 2. SERVICES

2.1 Right to Use

Subject to Customer’s and its Users’ compliance with all terms and conditions of the Agreement (including timely payment of all applicable fees), ICANotes grants to Customer and its Users a personal, non-exclusive, non-transferable limited right during the Term to access and use the applicable Services selected in the applicable Order Form solely for Customer’s internal business operations. Customer will always be liable for all acts or omissions of Users. Customer shall ensure its Users comply with the terms of the Agreement. If a person ceases to meet the definition of User, Customer shall immediately revoke such person’s access to the Services.

2.2 Restrictions

Customer does not acquire any rights, express or implied, other than those expressly granted in the Agreement. Unless applicable law gives Customer more rights despite this limitation, Customer and its Users may use the Services only as expressly permitted in the Agreement. Customer shall comply and shall ensure that its Users comply with all technical limitations in the Services, including those that only allow Customer and its Users to use the Services in certain ways. Customer will not and will not permit others to: (a) reverse engineer, reproduce, decompile, recompile, disassemble, merge, modify, adapt or translate the Services or any component thereof, or create derivative works based on the Services (except and only to the extent expressly permitted by applicable law or by ICANotes’ prior written consent), or sell, distribute, assign, or sublicense any right in the Services; (b) remove, obscure, minimize, or modify any logos, trademarks, copyright, digital watermarks, or other notices of ICANotes or its licensors that are included in the Services; (c) provide access to the Services to any person or entity that is not a User, whether by sharing login credentials or by other means; (d) transfer, sublicense, rent, lease, sell, lend, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, make available, or assign to any other person or entity (except as expressly permitted by the Agreement), or attempt to do any of the foregoing, with respect to the Services or any part thereof; (e) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material (or to store or transmit material in violation of applicable law or third-party privacy rights), or upload unlawful, harmful, or objectionable content to the Services; (f) perform or attempt to perform security testing, vulnerability scanning, penetration testing or similar analysis of the Services without prior written consent from ICANotes; (g) use the Services or any part thereof for benchmarking purposes; (h) use the Services to build or support, directly or indirectly, products or services competitive to the Services; (i) interfere with or disrupt the Services or networks connected thereto; (j) engage in data mining, scraping, or similar extraction methods; (k) circumvent any access controls; or (l) violate any applicable law.

2.3 Suspension of Access to Services

ICANotes may suspend Customer’s and any or all Users’ accounts and prevent access to the Services if ICANotes reasonably and in good faith believes Customer and/or such User(s) are in violation of this Agreement or any applicable laws or regulations. ICANotes agrees to use commercially reasonable efforts to provide Customer with reasonable notice of any such suspension before its implementation unless immediate suspension is necessary to comply with legal process, regulation, order or prevent imminent harm to the

Services or any third party, in which case ICANotes will use commercially reasonable efforts to notify Customer to the extent allowed by applicable law of such suspension, as soon as reasonably practicable thereafter.

2.4 Third Party Products or Services

ICANotes may make available to Customer or Users optional third-party applications, services or products, which are licensed by their provider to Customer or Users, for use in connection with the Services ("Third-Party Products"). ICANotes is entitled to rely on and follow instructions from Customer or Users with respect to the sharing of Customer Content or Patient Data with providers of Third-Party Products, and Customer shall indemnify and hold ICANotes harmless from any and all liability and expenses (including reasonable attorneys' fees) arising out of Customer's or Users' use of Third-Party Products or such sharing of Customer Content or Patient Data. Customer's use of any Third-Party Products and any exchange of any information between Customer and a third-party provider of Third-Party Products is solely between Customer and the applicable third-party provider. ICANotes makes no warranties of any kind and assumes no liability whatsoever for Customer's or Users' use of such Third-Party Products.

2.5 Service Levels

ICANotes will use commercially reasonable efforts to provide the Services in accordance with the service level commitments set forth in Exhibit B.

2.6 Updates and Modifications

ICANotes reserves the right to modify or discontinue the Services, temporarily or permanently, with or without notice, provided that ICANotes will not make changes that materially reduce the functionality purchased by Client during the Term. ICANotes will provide Client with three (3) months' prior written notice if it plans to discontinue a current Service and upgrade Users to a replacement Service. Updates are generally provided at no additional charge; new or different products may be marketed separately at additional cost.

2.7 Reservation of Rights

All rights not expressly granted to Client under this Agreement are reserved by ICANotes and its licensors.

SECTION 3. CLIENT RESPONSIBILITIES

3.1 Technical Setup and Systems Access

Client hereby grants ICANotes the right to access and use Client's practice management software to facilitate the submission of medical claims and provision of Services. Client shall reasonably cooperate with ICANotes' technical setup process. A wired (Ethernet) network connection is recommended. A persistent 150kb/s connection is required. ICANotes is not responsible for performance degradation due to Client's network.

3.2 Records and Information

Client agrees to provide ICANotes with all necessary records, information, and assistance to enable ICANotes to perform the Services. Client is responsible for ensuring the accuracy and completeness of all coding associated with claims and for ensuring the medical necessity and appropriateness of all billed services. Client shall promptly provide ICANotes with copies of all Explanation of Benefits (EOB) forms received from third-party payors and records of payments received directly from patients.

3.3 Account Security

Client is solely responsible for maintaining the confidentiality of its account credentials and for all activities occurring under its account. Client shall immediately notify ICANotes of any unauthorized use or security breach. Only one individual may use each account login. Client shall ensure that Users do not share account login credentials.

3.4 Compliance

Client shall comply with all applicable federal, state, and local laws and regulations, including HIPAA, in connection with Client's use of the Services. Client is responsible for ensuring its use of the Services is HIPAA-compliant, including security incident monitoring and reporting. Client shall maintain all administrative, technical, and physical safeguards required by HIPAA with respect to PHI.

3.5 Accuracy of Information; Fraud

Client acknowledges that submission of false, fraudulent, or misleading data, information, or statements to government and/or commercial third-party payors in connection with health insurance coding, billing, and claims submission is a crime subject to imprisonment and fines. Client assumes sole responsibility for the accuracy of all information provided to ICANotes. ICANotes shall have no liability for coding errors or medical necessity determinations.

3.6 Patient Consents

Client represents and warrants that it has obtained and will maintain all patient consents required by applicable law to permit ICANotes to use Patient Data to provide the Services, including consents from parents or guardians of minor patients.

3.7 Source Document Retention

Client shall be responsible for maintaining all original source documents to verify and document claims submitted to third-party payors. ICANotes' ultimate responsibility is limited to reasonable commercial efforts in claims processing; the ultimate responsibility for all claims submitted rests with Client.

SECTION 4. FEES AND PAYMENT

4.1 Fee Schedule

Fees for each Service shall be set forth in the applicable Order Form.

4.2 Payment Method

Client shall provide a valid payment method (ACH, or credit card) to be kept securely on file. Credit card payments will incur an additional surcharge equal to the processing fee incurred by ICANotes. Client shall keep payment information current.

4.3 Billing Cycle and Invoicing

For EHR Services, ICANotes will bill Client in advance on a periodic (monthly or annual) basis. Invoices are due upon receipt. ICANotes may bill via invoice; invoices not paid within thirty (30) days are subject to a finance charge of 1.5% per month (or the maximum permitted by law, if lower) on the outstanding balance, plus all expenses of collection.

4.4 Automatic Adjustments

Client acknowledges that as it adds Users to its account, monthly fees will be automatically adjusted by ICANotes billing without the need to execute an additional agreement. Any overages beyond contracted quantities will be added to the Agreement for the length of the Term. Client agrees that, upon reasonable prior written notice to Client, ICANotes shall be entitled to audit Client's and its Users' use of the Services to confirm compliance with the Agreement. ICANotes will not audit Client more than once per calendar year and will conduct any audit during normal business hours in a manner designed to minimize disruption. Client will make all relevant information and personnel available in connection with any such audit and reasonably cooperate with ICANotes' requests for information and access to books, records and systems.

4.5 Late Payment; Suspension

If Client fails to timely pay any fees when due, ICANotes may, in addition to any other rights or remedies: (a) suspend Client's access to the Services when accounts receivable balances reach thirty (30) days overdue; (b) such past due amount will accrue interest from the due date until paid at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is lower; and (c) require Client to reimburse ICANotes for all costs and expenses of collection, including reasonable attorneys' fees, court costs, filing fees, collection agency fees, and other out-of-pocket expenses. Payment of such interest and collection costs will not limit any other rights or remedies available to ICANotes under this Agreement, at law, or in equity. Amounts due from Client may not be withheld or offset against any amounts purportedly due to Client.

4.6 Price Increases

ICANotes reserves the right to increase fees during or upon renewal of the Term. ICANotes will provide Client with at least thirty (30) days' prior written notice of any fee increase via email, telephone, or in-app announcement. Client's continued use of the Services after the price change takes effect constitutes acceptance of the increased fees. For annual subscriptions, increases will take effect at the beginning of the next Renewal Term.

4.7 Disputed Fees

Should Client dispute any portion of an invoice, Client must notify ICANotes in writing within thirty (30) days of the invoice date. Failure to provide timely written notice of a dispute shall be deemed Client's acceptance of the invoice in full. Payment of an invoice shall also constitute acceptance of the charges therein.

4.8 No Refunds

ICANotes does not issue refunds on service fees. All fees paid are non-refundable. Upon termination of this Agreement by ICANotes due to Client's material breach, fraud, violation of law, insolvency, dissolution, attempted assignment or transfer of the Agreement without ICANotes' prior written consent, or Change of Control, Client shall pay to ICANotes all fees through the end of the Term. Upon termination of this Agreement by Client due to ICANotes' materials breach, Client shall remain liable for all fees accrued through the date of termination, including any claims or charges that are pending or in-transit.

4.9 Taxes

In addition to full payment of all fees, Client is responsible for all taxes associated with the Services other than taxes based on ICANotes' net income under applicable U.S. law.

SECTION 5. TERM; NON-CANCELLATION DURING TERM

5.1 Initial Term

This Agreement shall commence on the Effective Date and continue for the duration of the initial term specified in the applicable Order Form (the "Initial Term"). Upon expiration of the Initial Term, this Agreement will automatically renew for successive twelve (12) 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 prior to the expiration of the then-current Term.

5.2 Non-Cancellation During Term; No Client Convenience Termination

CLIENT SHALL HAVE NO RIGHT TO TERMINATE OR CANCEL THIS AGREEMENT, IN WHOLE OR IN PART, FOR CONVENIENCE OR FOR ANY REASON OTHER THAN ICANOTES' UNCURED MATERIAL BREACH, PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR ANY RENEWAL TERM. All payment obligations for the full Term are non-cancellable and non-refundable. Any purported termination for convenience by Client during the Term shall be null and void and shall not relieve Client of its obligation to pay all fees due through the end of the applicable Term.

For the avoidance of doubt, the following shall NOT constitute grounds for Client to terminate this Agreement prior to the end of the Term: (a) Client's dissatisfaction with the Services; (b) Client's change in business operations; (c) Client's transition to a competing service provider; or (d) any other reason other than ICANotes' uncured material breach as described in Section 5.4.

5.3 Termination by ICANotes

ICANotes may terminate this Agreement: (a) for any reason or for convenience, upon sixty (60) days' prior written notice to Client; (b) if Client is in material breach of this Agreement and fails to cure such breach within such thirty (30) days after ICANotes provides Client with notice of the breach specifying the breach in reasonable detail; or (c) immediately, for Client's fraudulent activity, violation of law, or any material breach of the Agreement by Client that is not reasonably capable of being cured.

5.4 Termination by Client for ICANotes' Material Breach

Client may terminate this Agreement for cause only if ICANotes is in material breach of this Agreement and fails to cure such breach within thirty (30) days after Client provides ICANotes with written notice of the breach specifying the breach in reasonable detail. ICANotes' failure to achieve collections targets or Client's dissatisfaction with results shall not constitute a material breach.

5.5 Termination for Insolvency or Dissolution

Either party may immediately terminate this Agreement without prior notice by sending written notice if: (i) the other party becomes the subject of an involuntary or voluntary bankruptcy or similar proceeding, or assigns all or substantially all of its assets for the benefit of creditors; (ii) the other party becomes insolvent or generally unable to pay its debts as they become due; (iii) the other party ceases to continue its business in the ordinary course; or (iv) the other party takes any action for its winding-up or dissolution.

5.6 Termination for Change in Control

ICANotes may terminate this Agreement upon written notice if Client undergoes a Change of Control. "Change of Control" means: (a) a sale of all or substantially all of Client's assets to a third party; (b) a transfer of more than fifty percent (50%) of Client's outstanding equity interests to any third party; (c) a change in the persons or entities that control fifty percent (50%) or more of Client's voting interests; or (d) a merger or reorganization in which Client is not the surviving entity.

5.7 Effects of Termination

Upon expiration or termination of this Agreement: (a) all rights and licenses granted to Client will automatically terminate; (b) Client shall immediately cease use of the Services; (c) Client shall pay all fees accrued through the date of termination, including pending or in-transit claims and, in the event ICANotes terminates pursuant to Section 5.3(b), 5.3(c) or 5.3(d), Client also shall pay any remaining amounts owed for the unexpired portion of the Term; and (d) PHI and Patient Data will be returned to Client or destroyed in accordance with the Business Associate Agreement.

5.8 Survival

The following sections survive termination or expiration of this Agreement: Section 4 (Fees and Payment), Section 7 (Intellectual Property), Section 8 (Indemnification), Section 9 (Disclaimer of Warranties), Section 10 (Limitation of Liability), Section 5.7 (Effects of Termination), Section 5.8 (Survival), Section 11 (Binding Arbitration), and Section 12 (General Provisions).

SECTION 6. CONFIDENTIALITY AND HIPAA

6.1 Business Associate Agreement

ICANotes and Client shall abide by the covenants and provisions of the Business Associate Agreement. In the event of any conflict between this Agreement and the BAA with respect to the treatment of PHI or Patient Data, the BAA shall control.

6.2 Confidentiality of Patient Data

All Patient Data provided by Client to ICANotes shall be kept confidential and shall only be disclosed to parties necessary to successfully process and submit claims or otherwise provide the Services on Client's behalf. ICANotes will use commercially reasonable administrative, technical, and physical security measures to protect the confidentiality, availability, and integrity of User Content, including PHI.

6.3 Client's HIPAA Obligations

Client is responsible for ensuring that its use of the Services is compliant with HIPAA, including security incident monitoring and reporting. Client may not send PHI to ICANotes via unsecured email or text message. PHI must be transmitted using the ICANotes patient ID via the ICANotes Secure Messaging Center, the Customer Support Portal, or via fax, and only when necessary to resolve a service issue.

6.4 Data Retention and Deletion

ICANotes may establish general practices and limits concerning storage and data retention. Client acknowledges that records are deleted three (3) months after account closure; Client must print or download all records before closing its account. ICANotes has no responsibility or liability for deletion or failure to store any data or content.

SECTION 7. INTELLECTUAL PROPERTY RIGHTS

7.1 ICANotes Ownership

The ICANotes platform, software, technology, trademarks, service marks, and all related intellectual property are the exclusive property of ICANotes and its licensors (the "Software"). All rights not expressly granted are reserved by ICANotes.

7.2 Client Data Ownership

Client acknowledges that all existing notes and records in its account are the sole property of the Client (practice owner) and no other individual or entity.

7.3 User Content License

By uploading User Content to the Services, Client grants ICANotes and its affiliated companies a nonexclusive, worldwide, royalty-free, fully paid-up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify, and otherwise use such User Content solely in connection with the operation of the Services and as otherwise permitted by the BAA.

7.4 Submissions

Any suggestions, ideas, feedback, or other information regarding the Services ("Submissions") provided to ICANotes by Client or any User are non-confidential, and ICANotes may use them for any purpose without compensation to Client or any User and without attribution.

7.5 DMCA / Copyright

ICANotes respects intellectual property rights and complies with the Digital Millennium Copyright Act (DMCA). Copyright infringement notices and counter-notices should be directed to ICANotes' Copyright Agent at support@icanotes.com. The address of the Copyright Agent is:

ICANotes, LLC
Attention: Copyright Agent
6 E Eager Street, Suite 310
Baltimore, Maryland 21202

Your notice must include: (i) identification of the copyrighted work claimed to be infringed; (ii) identification of the material on the Service claimed to be infringing; (iii) your contact information; (iv) a statement that you have

a good faith belief that the use is not authorized; and (v) a statement under penalty of perjury that the information in your notice is accurate and that you are authorized to act on behalf of the copyright owner. ICANotes may terminate accounts of repeat infringers.

7.6 Export Controls

Software available through the Services is subject to U.S. export controls. Client agrees to comply with all applicable export laws and local rules regarding use of the Services.

SECTION 8. INDEMNIFICATION

8.1 Client's Indemnification of ICANotes

Client shall release, indemnify, defend, and hold harmless ICANotes, LLC, and its affiliates, and their respective officers, managers, directors, employees, and agents (collectively, "ICANotes Indemnitees") from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to: (a) Client's use of the Services; (b) any User Content or Patient Data uploaded by Client; (c) Client's violation of this Agreement or applicable law; (d) any claims submitted on Client's behalf based on false, fraudulent, incomplete, misleading, or incorrect information provided by Client; (e) Client's violation of any third-party rights; or (f) Client's participation in the VHIE program, including any failure to receive VHIE payouts, or the Client's use or misuse of ICANotes, LLC services in connection with VHIE payouts. Notwithstanding the foregoing, Client shall have no obligation to indemnify ICANotes for claims arising solely from ICANotes' own gross negligence or willful misconduct.

SECTION 9. DISCLAIMER OF WARRANTIES

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ICANOTES EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. ICANOTES MAKES NO WARRANTY THAT (I) THE SERVICES WILL MEET CLIENT'S REQUIREMENTS; (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (III) RESULTS WILL BE ACCURATE OR RELIABLE; OR (IV) THE QUALITY OF ANY PRODUCTS OR SERVICES WILL MEET CLIENT'S EXPECTATIONS. ICANOTES IS PROVIDING A TECHNOLOGY PLATFORM ONLY AND IS NOT PROVIDING MEDICAL ADVICE. NO PROVIDER-PATIENT OR PROFESSIONAL RELATIONSHIP IS CREATED THROUGH USE OF THE SERVICES.

SECTION 10. LIMITATION OF LIABILITY

IN NO EVENT SHALL ICANOTES OR ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, SUBSIDIARIES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT EVEN IF ICANOTES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ICANOTES' TOTAL AGGREGATE LIABILITY TO CLIENT FOR ALL CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY CLIENT TO ICANOTES DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR ONE HUNDRED DOLLARS (\$100), WHICHEVER IS GREATER.

ICANOTES SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY FAILURE BY CLIENT TO RECEIVE VHIE PAYOUTS OR FOR ANY DECISIONS, TIMING, AMOUNTS, OR DISTRIBUTION OF PAYMENTS BY VHIE OR ANY ASSOCIATED ENTITIES.

NEITHER PARTY SHALL BE LIABLE FOR FAILURE TO PERFORM OBLIGATIONS RESULTING FROM A FORCE MAJEURE EVENT OR ANY CAUSE BEYOND THEIR REASONABLE CONTROL.

SECTION 11. RESOLUTION BY BINDING ARBITRATION

PLEASE READ THIS SECTION CAREFULLY — IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

11.1 Agreement to Arbitrate

ANY PAST, PRESENT OR FUTURE DISPUTE OR CLAIM RELATING IN ANY WAY TO YOUR USE OF OR ACCESS TO THE SERVICES, AS WELL AS ANY DISPUTE OR CLAIM RELATING TO OR ARISING UNDER THE AGREEMENT (AS DEFINED IN SECTION 1 OF THIS MSA), SHALL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, RATHER THAN IN COURT. THE TERMS IN THIS SECTION ARE REFERRED TO AS THE “ARBITRATION AGREEMENT”. THIS ARBITRATION AGREEMENT APPLIES TO ALL SUCH CLAIMS, BROUGHT UNDER ANY LEGAL THEORY.

This Arbitration Agreement is governed by the Federal Arbitration Act (FAA). This means that the FAA governs, among other things, the interpretation and enforcement of this Arbitration Agreement and all of its provisions, including, without limitation, the class action waiver discussed below. State, provincial or other local arbitration laws do not govern in any respect.

This Arbitration Agreement is intended to be broadly interpreted and will survive termination of the Agreement, which means (among other things) that this Arbitration Agreement applies even after you have stopped using the Services. The arbitrator, and not any federal, national, state, provincial or local court or agency, shall have exclusive authority to the extent permitted by law to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of the Agreement, including, but not limited to, any claim that all or any part of the Agreement is void or voidable. If the parties have a dispute about whether this Arbitration Agreement can be enforced, whether this Arbitration Agreement applies to a dispute, or any other dispute about the meaning or scope of this Arbitration Agreement, the parties agree that the arbitrator shall have exclusive authority to resolve the dispute.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the Agreement as a court would. For the avoidance of doubt, the arbitrator can award injunctive relief.

The state and federal courts located in Delaware will have exclusive jurisdiction over any action brought to enforce an arbitration award under this Section. In the event this Arbitration Agreement is for any reason held to be unenforceable or inapplicable to a claim, any litigation against ICANotes may be commenced only in those courts referenced in the preceding sentence, and both parties consent to the jurisdiction of those courts for such purposes.

11.2 Class Action Waiver

You and ICANotes agree that any claims or controversies between the parties must be brought against each other on an individual basis only, and not in a class, consolidated, coordinated, or representative action. That means neither you nor ICANotes can bring such a claim as a plaintiff or class member in a class action, consolidated action, coordinated action, or representative action. The arbitrator cannot combine or consolidate more than one person's or one entity's claims into a single case, and cannot preside over any consolidated, class or representative proceeding (unless all parties agree otherwise in writing). The arbitrator's decision or award in one person's or entity's case can only impact the person or entity that brought the claim, not other entities or ICANotes customers, and cannot be used to decide other disputes with other customers. YOU AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL, YOU AGREE TO WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-WIDE OR REPRESENTATIVE ARBITRATION, AND YOU AGREE TO WAIVE ANY RIGHT TO PARTICIPATE IN ANY CLASS ACTION LAWSUIT (INCLUDING FOR ANY CLAIM THAT IS DETERMINED NOT TO BE SUBJECT TO ARBITRATION UNDER THESE TERMS). If a court decides that this class action waiver is not enforceable or valid, then the entire agreement to arbitrate will be null and void, but the rest of the Agreement will still apply.

11.3 Pre-Arbitration Dispute Resolution

Before initiating arbitration, the disputing party must send written notice of the dispute via certified mail to the other party's address as set forth in this Agreement. The parties shall have sixty (60) days to attempt to resolve the dispute informally. Routine customer service inquiries should be directed to support@icanotes.com.

11.4 Arbitration Procedures

If the informal dispute resolution process described in Section 11.3 does not result in a resolution of the dispute within sixty (60) days, either party may initiate an arbitration proceeding under the then-current version of the American Arbitration Association's ("AAA") Commercial Arbitration Rules (the "AAA Rules"). Subject to Section 11.5, the party initiating the arbitration shall be responsible for filing fees. The AAA Rules are available on the AAA's website available at <http://www.adr.org> or you can call them at 1-800-778-7879. The arbitration will be governed by the AAA Rules and will be held before a single arbitrator appointed in accordance with the AAA Rules. To the extent anything described in this Arbitration Agreement conflicts with the AAA Rules, the language of this Arbitration Agreement applies. Any arbitration will be conducted in a mutually agreed location in Delaware, or in another location that both parties agree to in writing. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Each party will be entitled to get a copy of non-privileged relevant documents in the possession or control of the other party and each party may take one (1) deposition. All such discovery will be in accordance with procedures approved by the arbitrator. Each party agrees to cooperate to seek from the arbitrator protection for any confidential, proprietary, trade secret, or otherwise sensitive information, documents, testimony, and/or other materials that might be exchanged or the subject of discovery in the arbitration. This Arbitration Agreement does not alter in any way the statute of limitations that would apply to any claims or counterclaims asserted by either party. The arbitrator's award will be based on the evidence admitted and the substantive law of the State of Delaware and the United States, as applicable, and will contain an award for each issue and counterclaim. The award will provide in writing the factual findings and legal reasoning for such award. The arbitrator will not be entitled to modify the Agreement, and may not award any relief that is inconsistent with the Agreement. Notwithstanding Section 11.5, the prevailing party shall be entitled to an award of the costs and expenses of the arbitration, including reasonable attorneys' fees and expert witness fees. Except as provided in the Federal Arbitration Act, the arbitration award will be final and binding on the parties. Judgment may be entered in any court specified in Section 11.1. All arbitration proceedings and awards shall be strictly confidential.

11.5 Arbitration Costs

For claims of \$75,000 or less, ICANotes will pay all AAA filing, administration, and arbitrator fees upon Client's request. For larger claims, fee allocation will be governed by AAA Rules, subject to the arbitrator's discretion to prevent cost-prohibitive arbitration.

11.6 Jurisdiction for Non-Arbitration Matters

If a court decides that the class action waiver is not enforceable or valid, then the entire agreement to arbitrate will be null and void and in such case, the parties consent to exclusive personal jurisdiction of the state and federal courts located in the State of Delaware.

SECTION 12. GENERAL PROVISIONS

12.1 Governing Law

This Agreement shall be governed by the laws of the State of Delaware, without regard to its conflict of law provisions.

12.2 Entire Agreement

This Agreement, together with all Order Forms and incorporated documents (including the BAA and Privacy Policy), constitutes the entire agreement between the parties with respect to the Services and supersedes all prior agreements, understandings, representations, and negotiations, whether oral or written. In the event of any conflict between this Agreement and an Order Form, this Agreement controls unless the Order Form explicitly states it supersedes a specific provision herein.

12.3 Amendments

ICANotes may amend this MSA at any time by posting an updated version on its website or notifying Client via email or in-app notice. Amendments take effect no earlier than fourteen (14) days after posting, except for

changes required by law, which take effect immediately. Client's continued use of the Services after the effective date of an amendment constitutes acceptance. ICANotes' right to amend pricing is governed by Section 4.6. No amendment to an Order Form will be effective unless in writing and signed by authorized representatives of ICANotes and Client.

12.4 Assignment

Client may not assign or transfer (whether by sale, merger, operation of law, or otherwise) this Agreement or any rights hereunder without ICANotes' prior written consent. Any attempted assignment or transfer without consent shall be null and void and shall constitute grounds for immediate termination. ICANotes may assign or transfer this Agreement, in whole or in part, without restriction, including in connection with a merger, acquisition, or sale of assets.

12.5 Notices

All notices required or permitted under this Agreement shall be in writing and delivered by: (a) email with confirmation of receipt; (b) certified or registered mail, return receipt requested; or (c) overnight courier. Notices to ICANotes shall be directed to: ICANotes, LLC, 6 E Eager Street, Suite 310, Baltimore, MD 21202; legal@icanotes.com. Notices to Client shall be directed to the address on the signature page.

12.6 Waiver

ICANotes' failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

12.7 Severability

If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be modified to give effect to the parties' original intention to the maximum extent possible, and the remaining provisions shall remain in full force and effect.

12.8 Statute of Limitations

Any claim or cause of action arising out of or related to the Services or this Agreement must be filed within one (1) year after such claim or cause of action arose, or be forever barred.

12.9 Counterparts; Electronic Signatures

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall be binding as originals.

12.10 Third-Party Links

The Services may contain links to third-party websites or resources. ICANotes is not responsible for and does not endorse such third-party content. Client's dealings with third parties are solely between Client and such third party.

12.11 Privacy Policy

You can find ICANotes' Privacy Policy at www.icanotes.com/privacy-policy.

12.12 Independent Contractors; No Third-Party Beneficiaries

The parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship between the parties. The Agreement (as defined in Section 1) is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

12.13 Force Majeure

Neither party shall be liable for failure or delay in performance to the extent caused by circumstances beyond such party's reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, governmental actions, or internet outages.

12.14 Section Headings

Section titles and headings are for convenience only and have no legal or contractual effect.

EXHIBIT A:
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is entered into between the customer identified in an applicable Order Form (“Covered Entity”) and ICANotes, LLC (“Business Associate”) as of the Effective Date. This BAA sets out the responsibilities and obligations of Business Associate as a business associate of Covered Entity under the Health Insurance Portability and Accountability Act (“HIPAA”) and the implementing regulations, as defined below. Capitalized terms used in this BAA and not defined elsewhere herein shall have the meaning given in Section 1 of the Master Services Agreement between Business Associate and Covered Entity (“Underlying Agreement”) or in the applicable Order Form.

RECITALS:

A. Covered Entity and Business Associate are parties to an Underlying Agreement pursuant to which Business Associate provides certain services to Covered Entity (“Services”).

B. In conjunction with Services, Covered Entity may make available to Business Associate Protected Health Information of Individuals, which Business Associate may only Use or Disclose in accordance with this BAA.

AGREEMENT:

Business Associate and Covered Entity agree to the terms and conditions of this BAA in order to comply with the rules on handling of Protected Health Information under the HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subpart E (“Privacy Rule”), the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (“Security Rule”), and the HIPAA Breach Notification Regulations, 45 C.F.R. Part 164, Subpart D (“Breach Notification Rule”), all as amended from time to time.

1. DEFINITIONS

- a. **Terms Defined in Regulation:** Unless otherwise provided in this BAA, all capitalized terms in this BAA will have the same meaning as provided under the Privacy Rule, the Security Rule and the Breach Notification Rule.
- b. **Protected Health Information or PHI:** Protected Health Information (“PHI”) means PHI that is received from Covered Entity, or created, maintained or transmitted on behalf of Covered Entity, by Business Associate.

2. USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- a. **Use and Disclosure Restriction:** Business Associate will not Use or Disclose PHI other than as permitted or required by the Underlying Agreement or as Required by Law.
- b. **Performance of Services:** Business Associate will Use or Disclose PHI only for those purposes necessary to perform Services, to the extent Use and Disclosure can be carried out by Covered Entity.
- c. **Business Associate Management, Administration and Legal Responsibilities:** Business Associate may Use PHI for Business Associate’s management and administration, or to carry out Business Associate’s legal responsibilities. Business Associate may Disclose PHI to a third party for such purposes only if: (1) the Disclosure is Required by Law; or (2) Business Associate secures written assurance from the receiving party that the receiving party will: (i) hold the PHI confidentially; (ii) Use or Disclose the PHI only as Required by Law or for the purposes for which it was Disclosed to the recipient; and (iii) notify the Business Associate of any other Use or Disclosure of PHI.

- d. **Data Aggregation and De-Identification:** Business Associate may Use PHI to perform data aggregation services for Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B). Business Associate may also de-identify PHI in accordance with 45 C.F.R. § 164.514.
- e. **Minimum Necessary:** Business Associate agrees, in accordance with 45 C.F.R. § 164.502(b), to make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of any Use, Disclosure, or request of PHI.
- f. **Subcontractors:** Business Associate agrees that, in accordance with 45 C.F.R. § 164.502(e)(1), if Business Associate's Subcontractor creates, receives, maintains or transmits PHI on behalf of Business Associate, Business Associate will enter into an agreement with such Subcontractor that contains substantially the same restrictions and conditions on the Use and Disclosure of PHI as contained in this BAA.
- g. **Covered Entity Responsibilities:** To the extent Business Associate is to carry out Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity's compliance with such obligations.

3. SAFEGUARDS FOR PROTECTED HEALTH INFORMATION

- a. **Adequate Safeguards:** Business Associate will implement and maintain appropriate safeguards to prevent any Use or Disclosure of PHI for purposes other than those permitted by this BAA, including administrative, physical and technical safeguards to protect the confidentiality, integrity, and availability of any electronic protected health information ("ePHI"), if any, that Business Associate creates, receives, maintains, and transmits on behalf of Covered Entity.
- b. **Compliance with HIPAA Security Rule:** Business Associate will comply with the applicable requirements of the HIPAA Security Rule.

4. IMPROPER USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION, SECURITY INCIDENTS AND BREACHES

- a. **Use or Disclosure Not Permitted by This BAA:** Business Associate will report in writing to Covered Entity any Use or Disclosure of PHI for purposes other than those permitted by this BAA within ten (10) business days of Business Associate's learning of such Use or Disclosure.
- b. **Security Incidents:** Business Associate will report in writing to Covered Entity any Security Incident of which Business Associate becomes aware. Specifically, Business Associate will report to Covered Entity any successful unauthorized access, Use, Disclosure, modification, or destruction of ePHI or interference with system operations in an information system containing ePHI of which Business Associate becomes aware within ten (10) business days of Business Associate learning of such Security Incident. Business Associate and Covered Entity acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. "Unsuccessful Security Incidents" shall include, but are not limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized acquisition, access, use, or disclosure of PHI.
- c. **Breaches of Unsecured PHI:** Business Associate will report in writing to Covered Entity any Breach of Unsecured Protected Health Information, as defined in the Breach Notification Rule, within ten (10) business days of the date Business Associate learns of the incident giving rise to the Breach. Business Associate will provide such information to Covered Entity as required in the Breach Notification Rule.

- d. **Mitigation Procedures:** Business Associate will mitigate, to the maximum extent practicable, any deleterious effect from its or its Subcontractors' Use or Disclosure of PHI in a manner that violates this BAA.

5. ACCESS TO PROTECTED HEALTH INFORMATION

- a. **Covered Entity Access:** To the extent Business Associate maintains PHI in a Designated Record Set that is not duplicative of a Designated Record Set maintained by Covered Entity, Business Associate will make such PHI available to Covered Entity within ten (10) business days of a request by Covered Entity for access to such PHI.

6. AMENDMENT OF PROTECTED HEALTH INFORMATION

- a. **Covered Entity Request:** To the extent Business Associate maintains PHI in a Designated Record Set that is not duplicative of a Designated Record Set maintained by Covered Entity, Business Associate will provide such PHI to Covered Entity for amendment within ten (10) business days of receiving a request from Covered Entity to amend an Individual's PHI. Alternatively, if Covered Entity's request includes specific instructions on how to amend the PHI, Business Associate will incorporate such amendment into the PHI it holds in a Designated Record Set within ten (10) business days of receipt of the Covered Entity's request.

7. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- a. **Disclosure Records:** Business Associate will keep a record of any Disclosure of PHI that Business Associate makes, if Covered Entity would be required to provide an accounting to Individuals of such Disclosures under 45 C.F.R. § 164.528. Business Associate will maintain its record of such Disclosures for six (6) years from the date of the Disclosure.
- b. **Data Regarding Disclosures:** For each Disclosure for which it is required to keep a record under paragraph 7(a), Business Associate will record and maintain the following information: (1) the date of Disclosure; (2) the name of the entity or person who received the PHI and the address of such entity or person, if known; (3) a description of the PHI Disclosed; and (4) a brief statement of the purpose of the Disclosure.
- c. **Provision to Covered Entity:** Within ten (10) business days of receiving a notice from Covered Entity, Business Associate will provide to Covered Entity its records of Disclosures.
- d. **Request by Individual:** If an Individual requests an accounting of Disclosures directly from Business Associate, Business Associate will forward the request and its record of Disclosures to Covered Entity within ten (10) business days of Business Associate's receipt of the Individual's request. Covered Entity will be responsible for preparing and delivering the accounting to the Individual. Business Associate will not provide an accounting of its Disclosures directly to any Individual, unless directed by Covered Entity to do so.

8. ACCESS TO BOOKS AND RECORDS

Business Associate will make its internal practices, books and records on the Use and Disclosure of PHI available to the Secretary to the extent required for determining compliance with the Privacy Rule, the Security Rule, or the Breach Notification Rule. No attorney-client, accountant-client or other legal privilege will be deemed waived by Business Associate or Covered Entity as a result of this Section.

9. TERM AND TERMINATION

The term of this BAA will be contemporaneous with the Underlying Agreement unless terminated as set forth herein. Covered Entity may terminate this BAA upon material breach of this BAA. Covered Entity will provide Business Associate with written notice of the breach of this BAA and afford Business Associate the opportunity to cure the breach to the satisfaction of Covered Entity within thirty (30) days

of the date of such notice. If Business Associate fails to timely cure the breach, Covered Entity may terminate this BAA.

10. RETURN OR DESTRUCTION OF PROTECTED HEALTH INFORMATION

- a. **Return or Destruction of PHI:** Within thirty (30) days of termination of this BAA, Business Associate will return to Covered Entity all PHI that Business Associate or its Subcontractors maintain in any form or format. Alternatively, Business Associate may, upon Covered Entity's consent, destroy all such PHI and provide Covered Entity with written documentation of such destruction.
- b. **Retention of PHI if Return or Destruction is Infeasible:** If Business Associate believes that returning or destroying PHI at the termination of this BAA is infeasible, it will provide written notice to Covered Entity within thirty (30) days of the effective date of termination of this BAA. Such notice will set forth the circumstances that Business Associate believes makes the return or destruction of PHI infeasible and the measures that Business Associate will take for assuring the continued confidentiality and security of the PHI. Business Associate will extend all protections, limitations and restrictions of this BAA to Business Associate's Use or Disclosure of the PHI retained after termination of this BAA and will limit further Uses or Disclosures of such PHI to those purposes that make the return or destruction of the PHI infeasible.

11. MISCELLANEOUS

- a. **COMPLIANCE WITH LAWS:** The parties are required to comply with federal and state laws. If this BAA must be amended to secure such compliance, the parties will meet in good faith to agree upon such amendments. If the parties cannot agree upon such amendments, then either party may terminate this BAA upon thirty (30) days' written notice to the other party.
- b. **CONSTRUCTION:** The terms of this BAA will be construed in light of any applicable interpretation or guidance on the Privacy Rule, the Security Rule or the Breach Notification Rule issued by the Secretary. This BAA will govern in the event of conflict or inconsistency with any provision of the Underlying Agreement.
- c. **NO THIRD PARTY BENEFICIARIES:** Nothing in this BAA will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- d. **NOTICES:** All notices required under the BAA will be given in writing and will be delivered by (1) personal service, (2) first class mail, or (3) messenger or courier. All notices shall be addressed and delivered to the contact designated in the applicable Order Form, or other address provided by the party from time to time in writing to the other party. Notices given by mail will be deemed for all purposes to have been given forty-eight hours after deposit with the United States Postal Service. Notices delivered by any other authorized means will be deemed to have been given upon actual delivery.
- e. **ENTIRE AGREEMENT:** This BAA constitutes the entire agreement between the parties with regard to the Privacy Rule, the Security Rule and the Breach Notification Rule, and together with the MSA and applicable Order Form, there are no other understandings or agreements relating to this BAA that are not fully expressed in this BAA and no change, waiver or discharge of obligations arising under this BAA will be valid unless in writing and executed by the party against whom such change, waiver or discharge is sought to be enforced.
- h. **CHOICE OF LAW:** The validity, construction and effect of this BAA will be governed by the laws of the State of Delaware, without giving effect to that state's conflict of laws rules. Any Dispute will be resolved in accordance with the binding arbitration provision in Section 11 of the MSA.

- i. **RELATIONSHIP OF THE PARTIES:** In the performance of the Services and the duties and obligations described in this BAA, the parties acknowledge and agree that each party is at all times an independent contractor and at no time shall the relationship between the parties be construed as a partnership, joint venture, employment, principal/agent relationship, or master/servant relationship.

EXHIBIT B

Service Level Commitments

ICANotes will use commercially reasonable efforts to provide the Services with an Uptime Percentage of at least 99.5%. Account credits are not provided except at the sole discretion of ICANotes.

"Downtime" means any period during which the Customer is unable to access the Services, as measured at the ICANotes network by industry standard tools, due to an Issue which prevents the majority of Customers from accessing the Services, expressly excluding Scheduled Downtime.

"Issue" means a single, reproducible issue or problem affecting the functionality of the Services for Customer.

"Scheduled Downtime" means a scheduled time period in which the Services are unavailable for use, and upon notice to Customer where practical.

"Uptime Percentage" means the total number of minutes in a calendar year minus the number of minutes of Downtime experienced in such calendar year, divided by the total number of minutes in such calendar year.