

ONA HEALTH SOLUTIONS INC.

PLATFORM TERMS OF SERVICE

Latest version date: 14th July 2026

1. AGREEMENT TO THESE TERMS

1.1 These Platform Terms of Service (“**Terms**”) are a binding agreement between **Ona Health Solutions Inc.**, a Delaware corporation with offices at 28 Geary Street, Suite 650, San Francisco, CA 94108 (“**Ona**”, “**we**”, “**us**”), and the entity or individual healthcare practice that creates an Ona workspace or otherwise accesses the Platform (“**Customer**”, “**you**”).

1.2 **Acceptance.** You accept these Terms by (a) clicking to accept them, (b) creating an Ona workspace, or (c) accessing or using the Platform. If you do not accept them, you must not access or use the Platform.

1.3 **Authority and age.** The individual accepting these Terms represents and warrants that they are **at least eighteen (18) years of age**, have the legal capacity to enter into a binding contract, and are duly authorised to bind the Customer. If you are accepting on behalf of an employer or a professional entity (a PC, PLLC, PA, LLC or similar), “Customer” means that entity, and you represent that you have authority to bind it. Ona may require evidence of that authority.

1.3.1 **No access by minors.** No individual under the age of eighteen (18) may be granted an Authorized User credential or otherwise access the Platform, whether as a clinician, administrator, student, intern or in any other capacity. Customer will not create or permit the creation of any credential for a minor.

1.4 **Documents incorporated.** These Terms incorporate by reference: (a) the **Business Associate Agreement** between the parties (the “**BAA**”), (b) the **Privacy Policy**, (c) the **Ona Pricing Page** and any written order confirmation or quote issued by Ona (each, an “**Order**”), and (d) any product-specific terms Ona publishes for a particular feature (including SMS/messaging terms and API terms). Together with these Terms, these documents are the “**Agreement**”.

1.5 **Order of precedence.** In the event of conflict: (i) a signed Order, then (ii) the BAA (as to matters concerning Protected Health Information), then (iii) these Terms, then (iv) all other incorporated documents.

1.6 **Business-to-business platform; not a consumer product.** The Platform is enterprise software licensed solely for the professional and business use of licensed healthcare practices and their personnel. It is not a consumer product, is not offered or advertised to consumers, and is not a personal health, wellness or self-care application. No provision of these Terms is intended to create, and none does create, any right, benefit or cause of action in favour of a Patient or any other individual.

1.7 Patients and the Patient Portal. Patients are not parties to these Terms and do not contract with Ona. Where Customer enables the Patient Portal, telehealth, messaging or any other Patient-facing functionality, **Customer is solely responsible** for the terms, notices, consents and privacy disclosures presented to its Patients, for verifying Patient identity and age, for obtaining parental or guardian authorisation where a Patient is a minor, and for compliance with all applicable law governing that relationship. Ona provides the technology; Customer owns the relationship with its Patients.

1.8 Distinct from Ona's consumer offerings. These Terms govern the Platform only. They are separate from, and do not incorporate, any terms Ona publishes for any consumer-facing application or website. In the event of any inconsistency, these Terms govern Customer's use of the Platform.

2. DEFINITIONS

"AI Features" means functionality of the Platform that uses machine learning or generative artificial intelligence, including the ambient scribe, automated charting, AI intake and assessment tools, the AI receptionist, and any AI-assisted coding or claim preparation.

"Authorized User" means an individual authorised by Customer to access the Platform under Customer's workspace, holding a unique credential, and falling into one of the seat types below.

"Customer Data" means all data, records, documents, audio, images and other content that Customer, its Authorized Users or its Patients submit to, or that is generated for Customer within, the Platform. Customer Data includes Patient Records.

"Documentation" means the product documentation and help materials Ona makes available at ona.health/help, as updated from time to time.

"Patient" means an individual who receives or seeks healthcare services from Customer and whose information is processed in the Platform.

"Patient Record" means the designated record set relating to a Patient held within the Platform, including chart notes, orders, prescriptions, consents, communications and billing records.

"PHI" means Protected Health Information as defined at 45 CFR 160.103.

"Platform" means the Ona practice management platform, including the web application, mobile applications, APIs, and all features and modules Customer subscribes to.

"Seat" means an entitlement for one named Authorized User to access the Platform, of the type and at the rate set out on the Ona Pricing Page or in the Order. Each Seat is personal to one named individual and must not be shared. **"Practitioner Seat"** means a Seat assigned to a clinician who delivers care to Patients. **"Staff Seat"** means a Seat assigned to non-clinical personnel (front desk, billing, administrative). Ona may offer additional Seat types from time to time.

"Subscription Term" means the period for which Customer has paid for the Platform, as set out in Section 7.

“Third-Party Services” means products and services provided by third parties that are integrated with or made available through the Platform, including e-prescribing (DoseSpot), payment processing (Stripe), clearinghouse and eligibility services, telephony and messaging providers, laboratory networks, and video infrastructure.

3. THE PLATFORM AND LICENCE

3.1 Licence grant. Subject to Customer’s compliance with the Agreement and payment of all Fees, Ona grants Customer a non-exclusive, non-transferable, non-sublicensable right during the Subscription Term to access and use the Platform through its Authorized Users for Customer’s internal business and clinical operations.

3.2 Reservation of rights. All rights not expressly granted are reserved to Ona. The Platform is licensed, not sold.

3.3 Updates. Ona will apply patches, bug fixes and updates to the Platform at no additional charge. Ona may add, modify or discontinue features; where Ona discontinues a material feature that Customer is actively using, Ona will use commercially reasonable efforts to give at least **ninety (90) days’** notice, except where a shorter period is required for security, legal or regulatory reasons or because a third-party dependency has been withdrawn.

3.4 Support. Ona will provide support through in-app chat and email during Ona’s published support hours. Response targets, if any, are set out in the Documentation and are not a warranty.

3.5 Beta features. Ona may make pre-release or “beta” features available. Beta features are provided **as-is**, are excluded from the service levels in Section 12 and from all warranties, and may be withdrawn at any time.

4. AUTHORIZED USERS AND ACCOUNT SECURITY

4.1 Named seats. Each Authorized User must have a unique credential. Credentials must not be shared, transferred or used by more than one individual. Ona may audit seat usage and invoice Customer for any excess use identified.

4.2 Customer responsibility. Customer is responsible for all activity occurring under its workspace, including the acts and omissions of its Authorized Users, and for configuring role-based access appropriately for each Authorized User’s role and scope of practice.

4.3 Credential hygiene. Customer will require Authorized Users to maintain the confidentiality of credentials, will enable multi-factor authentication where offered, and will promptly deactivate Authorized Users who leave the practice or change role.

4.4 Security incidents. Customer will notify Ona without undue delay at security@ona.health of any known or suspected unauthorised access to its workspace.

4.5 Suspension. Ona may suspend an Authorized User’s access, or Customer’s workspace, immediately where Ona reasonably believes there is a security threat, unlawful activity, or a risk

of harm to Patients, other customers or the Platform. Ona will notify Customer and restore access as soon as the cause is resolved.

5. CUSTOMER'S CLINICAL AND REGULATORY RESPONSIBILITIES

5.1 Ona does not practise medicine. Ona is not a healthcare provider, is not a covered entity in respect of Customer's Patients, does not provide medical, nursing, dietetic, psychological, billing or legal advice, and does not exercise clinical judgement. Ona does not review, verify, approve or endorse any clinical content, diagnosis, order, prescription, code or claim created within the Platform.

5.2 Customer is the treating provider. Customer is solely responsible for all clinical decisions, diagnoses, treatment plans, prescriptions, orders and referrals relating to its Patients, and for the professional conduct of its Authorized Users.

5.3 Licensure and scope. Customer represents and warrants on a continuing basis that it and each of its Authorized Users hold all licences, registrations, certifications and privileges required to deliver the services they deliver, in each state or jurisdiction in which a Patient is located at the time of service, and that use of the Platform is within their lawful scope of practice.

5.4 Records are Customer's records. Customer is the custodian of the Patient Record. Customer is responsible for the accuracy, completeness, legibility and timely completion of all documentation, for record retention in accordance with applicable law, and for responding to Patient requests for access, amendment and accounting of disclosures. Ona will make functionality available to assist, as set out in the BAA.

5.5 Consents. Customer is solely responsible for obtaining, documenting and honouring all Patient consents and authorisations required for its use of the Platform, including without limitation consents for: (a) treatment and telehealth, including any state-specific telehealth consent; (b) audio or video **recording** of encounters, including where a Patient or any other participant is located in a jurisdiction that requires all-party consent to recording; (c) transcription and AI-assisted documentation of encounters; (d) recording of inbound and outbound telephone calls handled by the AI receptionist; (e) electronic communications, including SMS and email, in compliance with the Telephone Consumer Protection Act and applicable state law; and (f) any use of the Patient Portal.

5.6 Sensitive categories. Customer is responsible for identifying and applying any heightened protections required for particular categories of information, including substance use disorder records subject to 42 CFR Part 2, mental health records, reproductive health information, HIV/AIDS status, genetic information, and minors' records under applicable state law, and for configuring the Platform accordingly.

5.7 Emergencies. The Platform is not designed or intended for emergency use. It does not provide monitoring, alarms or triage, is not a substitute for direct clinical assessment, and must not be relied upon to detect or respond to a medical emergency. Customer will maintain its own emergency protocols and will ensure that the AI receptionist configuration routes urgent and emergency calls to a human without delay.

5.8 Business continuity. Customer will maintain downtime procedures enabling it to continue delivering care and documenting encounters if the Platform is unavailable.

5.9 Fraud, waste and abuse. Customer is solely responsible for the accuracy of all coding, charge capture and claims submitted using the Platform, and for compliance with the False Claims Act, the Anti-Kickback Statute, the Stark Law, and payer contract requirements. Ona does not warrant the accuracy of any suggested code or claim and does not determine medical necessity. **Section 17 sets out the parties' full allocation of risk in relation to billing, claims and reimbursement.**

6. AI FEATURES

6.1 AI output is a draft. All output generated by AI Features — including transcripts, draft chart notes, summaries, suggested codes, intake assessments and call summaries — is **draft, non-final, and unverified**. It may be inaccurate, incomplete, or contain fabricated content. Output is not a clinical recommendation and does not constitute medical advice.

6.2 Human review is mandatory. No AI-generated content becomes part of the Patient Record until a qualified Authorized User has reviewed it and signed or approved it. Customer will ensure that every Authorized User who uses AI Features understands this obligation and reviews output for accuracy before signing. Customer will not configure or use the Platform in a way that causes AI output to be finalised without human review.

6.3 AI receptionist. Where Customer enables the AI receptionist, Customer is responsible for: (a) disclosing to callers, in the manner required by applicable law, that they are interacting with an automated system; (b) configuring escalation so that urgent, emergency and sensitive calls reach a human; (c) reviewing the scheduling and intake actions taken on its behalf; and (d) all recording consents under Section 5.5. Overage minutes beyond any bundled allowance are chargeable at Ona's then-current rate.

6.4 Accuracy and the role of clinician review. Ona develops, tests and monitors the AI Features with care and works continuously to improve their quality. At the same time, AI systems generate output probabilistically, and no documentation tool — automated or human — can substitute for the professional judgement of the treating clinician. Accordingly, Ona does not warrant that AI output will be accurate or complete, or that it will be suitable for use without the review required by Section 6.2, and Ona's obligations under Sections 12 and 13 do not extend to the substantive content of AI output. Responsibility for the accuracy and clinical appropriateness of a finalised Patient Record rests with the Authorized User who reviews and signs it, as provided in Sections 5.4 and 6.2.

6.5 Third-party models. AI Features may be delivered in part using third-party model providers, in each case under agreements that prohibit the provider from using Customer Data to train its own models. Ona will maintain business associate agreements with any subcontractor that processes PHI, as required by the BAA.

6.6 Regulatory status. The Platform is intended to function as software that supports documentation and administration and is not intended to be a medical device or to provide

diagnostic or treatment recommendations. Customer will not use the Platform as a diagnostic or clinical decision support tool where the clinician does not independently review the basis for any recommendation.

7. FEES, BILLING AND TERM

7.1 Fees. Customer will pay the subscription fees, seat fees, add-on fees and usage charges applicable to its workspace, as set out on the Ona Pricing Page or in an Order (“**Fees**”). Fees are quoted in US Dollars.

7.2 Seat-based billing. Fees are charged per Seat, at the rate applicable to each Seat type as set out on the Ona Pricing Page or in the Order. Add-on modules — including e-prescribing (charged per prescribing practitioner), controlled-substance prescribing (EPCS), and the AI receptionist — are charged in addition, at the rates published or set out in the Order.

7.2.1 Third-party costs not included in the Fees. The Fees do not include, and Ona is not responsible for, any third-party cost arising from claims processing or payment operations, including clearinghouse subscription and per-transaction fees, eligibility enquiry fees, payer connection or enrolment fees, electronic remittance advice fees, paper claim or printing charges, and any similar charge. Customer contracts for those services directly with the relevant provider as a Third-Party Service under Section 16, or on terms separately agreed with Ona in writing, and is responsible for paying all amounts due.

7.2.2 Ona transaction and usage fees. In addition to the Fees and to any third-party cost, Ona may charge its own fees for claims processing, eligibility, payment, messaging and other transactional operations performed through the Platform, including on a per-transaction, per-claim, per-enquiry, per-page or per-minute basis. Such fees are charged on a usage basis, accrue as the relevant transactions occur, and are billed in arrears in the billing period in which they arise, in accordance with Section 7.6.1.

7.2.3 How transaction rates are established. Transaction and usage rates are not uniform and are not published as a single rate card. They depend on the clearinghouse, payer connections, messaging providers and other Third-Party Services that Customer's configuration uses, on the commercial terms available to Ona for those services, and on Customer's specialty, payer mix and expected volume. Accordingly, **these rates are established with each Customer individually** and are set out in the Order, in a written quote or rate schedule issued by Ona, or as disclosed to Customer in the Platform before the relevant transaction is incurred. Ona determines these rates in its sole discretion, may set different rates for different customers, configurations and volumes, and may quote revised rates where Customer changes clearinghouse, adds or removes a payer connection, or otherwise changes its configuration or volume. Where Ona resells, facilitates or aggregates a Third-Party Service, the amount Ona charges Customer may exceed the

amount Ona pays the third party, and **Ona is under no obligation to pass any third-party cost through at cost or to disclose its own cost.**

7.2.4 Changes to transaction and usage rates. An increase in a third-party charge that Ona passes through takes effect when the third party's increase takes effect, and Ona will notify Customer as soon as reasonably practicable. The introduction of, or an increase in, a rate charged by Ona under Section 7.2.3 is subject to the ninety (90) day notice requirement in Section 7.6, save that a revised rate quoted because Customer has changed its clearinghouse, payer connections, configuration or volume applies to transactions arising after that change takes effect.

7.3 Billing cycle and auto-renewal. Unless an Order states otherwise, the Subscription Term is **one (1) month**, beginning on the date Customer's workspace is activated, and renews automatically for successive one-month periods until cancelled in accordance with Section 8.1. Fees are charged in advance at the start of each period to the payment method on file. A different billing cycle might be agreed by written agreement.

7.4 Seat changes. Seats added mid-period are charged the full amount of that period. Seats removed take effect at the start of the next period; no refund or credit is given for seats removed mid-period.

7.5 Non-refundable. Except as expressly provided in Section 12.2, all Fees are non-refundable, including where Customer ceases to use the Platform before the end of a paid period.

7.6 Changes to published rates. Ona may change its published rates — meaning the standard price of a Practitioner Seat, a Staff Seat, an add-on module, or a usage rate — on at least **ninety (90) days'** prior written notice to Customer's workspace administrator. Such changes take effect at the start of the first renewal period beginning after that notice period expires. Customer's continued use after that date constitutes acceptance; Customer's remedy if it objects is to cancel under Section 8.1 before the change takes effect, without penalty.

7.6.1 What the notice period does not cover. For the avoidance of doubt, the ninety (90) day notice period in Section 7.6 applies **only to a change in Ona's published rates**. It does not apply to, and no notice period is required for, any change in the amount Customer owes that results from Customer's own use of the Platform at rates already in effect, including: (a) adding a Practitioner Seat, Staff Seat or Authorized User; (b) enabling an add-on module, including e-prescribing, EPCS or the AI receptionist; (c) usage-based charges such as AI receptionist minutes in excess of any bundled allowance; and (d) any true-up under Section 4.1. Charges of this kind are billed in the billing period in which they arise, where applicable under Section 7.4, and are payable in the ordinary course.

7.7 Late payment; failed charges. If a charge fails or an invoiced amount is not paid when due, Ona may (a) retry the payment method, (b) charge interest at 1.5% per month or the maximum permitted by law, whichever is lower, and (c) after fourteen (14) days' notice, suspend access until amounts are paid. Customer will reimburse Ona's reasonable costs of collection, including attorneys' fees.

7.8 Taxes. Fees are exclusive of sales, use, GST, VAT and similar taxes. Customer is responsible for all such taxes other than taxes on Ona's net income, and will provide a valid exemption certificate where applicable.

7.9 Payment processing. Payments Customer collects from Patients through the Platform are processed by Stripe under Stripe's own terms, and Customer must maintain a Stripe account in good standing. Stripe's processing rates apply to those transactions and are passed through to Customer. Ona is not a party to, and is not responsible for, any dispute, chargeback, hold or reserve between Customer and its payment processor.

7.10 Disputes. Customer must notify Ona of any billing dispute within thirty (30) days of the invoice or charge date, failing which the charge is deemed accepted.

8. TERMINATION, DATA EXPORT AND SURVIVAL

8.1 Cancellation by Customer. Customer may cancel at any time through the Platform or by written notice to Ona. Cancellation takes effect at the end of the then-current paid period. Fees already paid are not refunded.

8.2 Termination for cause. Either party may terminate the Agreement if the other materially breaches it and fails to cure within thirty (30) days of written notice. Ona may terminate immediately, without a cure period, where Customer's use creates a material risk of harm to Patients, a violation of law, or a security threat.

8.3 Termination for non-payment. Ona may terminate if Fees remain unpaid for fourteen (14) days after the due date, following the suspension process in Section 7.7.

8.4 Effect of termination. On termination, Customer's and its Authorized Users' rights to access the Platform end, and all accrued Fees become immediately due.

8.5 Data export — Customer's records remain Customer's. Customer may export its Customer Data at any time during the Subscription Term using the export functionality in the Platform. Following termination, Ona will make Customer Data available for export for **ninety (90) days**. Ona may charge a reasonable fee for bespoke or assisted export beyond standard functionality. After that ninety (90) day period, Ona will return or destroy Customer Data in accordance with the BAA and Ona is under no obligation to retain it.

8.6 Information blocking. Nothing in the Agreement is intended to constitute information blocking under 45 CFR Part 171. The parties agree that the terms relating to access, exchange and use of electronic health information, including any fees, were negotiated at arm's length and are intended to satisfy the applicable exceptions at 45 CFR §§ 171.301 and 171.302.

8.7 Survival. Sections 2, 5, 6.1–6.4, 7 (as to accrued amounts), 8.4–8.7, 9, 10, 11, 13, 14, 15, 16, 17 and 18 survive termination.

9. CUSTOMER DATA, PRIVACY AND AI TRAINING

9.1 Ownership. As between the parties, **Customer owns all Customer Data**, including all Patient Records, and all intellectual property rights in it. Nothing in the Agreement transfers any ownership in Customer Data to Ona.

9.2 Licence to operate the Platform. Customer grants Ona a limited, non-exclusive licence to host, copy, transmit, process and display Customer Data solely as necessary to provide, secure, support and maintain the Platform for Customer, and as otherwise permitted by the BAA and this Section 9.

9.3 HIPAA. Ona acts as a business associate in respect of PHI within Customer Data. The BAA governs Ona's use and disclosure of PHI and prevails over this Section 9 to the extent of any conflict.

9.4 No sale of data. Ona does not and will not sell, rent, license or otherwise disclose Customer Data — whether identifiable or de-identified — to any third party for that third party's own commercial purposes, and will not disclose Customer Data to data brokers, advertisers, pharmaceutical companies, payers or any similar recipient. Disclosures are limited to (a) subcontractors bound by written agreements at least as protective as the BAA, acting solely on Ona's behalf, and (b) disclosures required by law under Section 9.7.

9.5 De-identification and service improvement. Ona may de-identify PHI within Customer Data in accordance with the safe harbour or expert determination methods at 45 CFR 164.514(b). Once de-identified, such data no longer constitutes PHI and is not subject to the BAA. Ona may use de-identified and aggregated data to operate, evaluate, secure and improve the Platform and Ona's products and services, including to train, fine-tune, test and evaluate the machine learning and artificial intelligence models used in AI Features, and to produce aggregate statistics and benchmarks. Ona will not re-identify de-identified data or attempt to do so, and will not disclose de-identified data to any third party except as permitted by Section 9.4.

No external sharing or monetisation. For the avoidance of doubt, and notwithstanding that de-identified data falls outside HIPAA and the BAA, Ona will not sell, rent, license, trade, monetise, publish or otherwise make available de-identified or aggregated data derived from Customer Data to any third party, and will not disclose it to any data broker, data marketplace, advertiser, marketing firm, pharmaceutical or medical device company, payer, insurer, employer, academic or commercial research organisation, or any other third party for that party's own purposes — **whether for consideration or free of charge.** Ona will not permit any third party to use such data to train, fine-tune or develop that third party's own artificial intelligence or machine learning models. The only permitted recipients are (a) subprocessors acting solely on Ona's behalf and bound in writing to restrictions at least as protective as this Section, and (b) disclosures compelled by law under Section 9.7. **This commitment survives termination of the Agreement and binds Ona's successors and assigns, including on any merger, acquisition, financing, sale of assets or change of control.**

Customer may opt out of the use of its de-identified data for model training by written notice to legal@ona.health; Ona will give effect to the opt-out prospectively within thirty (30) days, and

Customer acknowledges that data already incorporated into a trained model cannot be extracted from it.

9.6 Service data. Ona may collect and use technical and usage data about how the Platform is accessed and operated (for example, page load times, error rates, feature adoption) for the purposes of operating, securing, supporting and improving the Platform. Where such data relates to an identifiable Patient it is treated as PHI.

9.7 Compelled disclosure. Ona may disclose Customer Data where required by law, subpoena or court order, and will, unless legally prohibited, give Customer prompt notice and reasonable cooperation (at Customer's expense) to allow Customer to seek protective relief.

9.8 Security. Ona will maintain administrative, physical and technical safeguards designed to protect Customer Data, consistent with the HIPAA Security Rule and the requirements set out in the BAA, including encryption of Customer Data in transit and at rest, role-based access control, and audit logging. The parties acknowledge that no security measure is infallible.

9.9 Location. Customer Data is hosted in the United States. Ona will give notice before changing the hosting region.

10. CONFIDENTIALITY

10.1 Definition. "Confidential Information" means non-public information disclosed by one party to the other that is identified as confidential or that a reasonable person would understand to be confidential, including Ona's pricing, roadmap, non-public Documentation and security materials, and Customer's business and financial information. Customer Data is governed by Section 9 and the BAA, not this Section.

10.2 Obligations. The receiving party will use Confidential Information only to perform under the Agreement, will protect it with at least reasonable care, and will disclose it only to personnel and advisers with a need to know who are bound by comparable obligations. These obligations continue for three (3) years after termination, and indefinitely for trade secrets.

10.3 Exclusions. Information that is or becomes public without breach, was rightfully known without restriction, is independently developed without use of Confidential Information, or is rightfully received from a third party is not Confidential Information.

10.4 Compelled disclosure. Disclosure required by law is permitted, subject to prompt notice where legally allowed.

11. INTELLECTUAL PROPERTY AND ACCEPTABLE USE

11.1 Ona's IP. Ona and its licensors own the Platform, the Documentation, all software, models, interfaces, and all intellectual property rights in them, including all improvements and derivative works.

11.2 Restrictions. Customer will not, and will not permit any Authorized User or third party to: (a) copy, modify, translate or create derivative works of the Platform; (b) reverse engineer, decompile or disassemble the Platform, or attempt to derive its source code, models or training data, except to the extent this restriction is unenforceable under applicable law; (c) resell, sublicense, rent, timeshare or operate a service bureau using the Platform; (d) use the Platform to build a competing product, or to benchmark it for publication without Ona's consent; (e) use automated means to scrape or extract data other than through Ona's documented APIs; (f) circumvent usage limits, seat counts or security controls; (g) upload malicious code; or (h) use the Platform in violation of law or of any Patient's rights.

11.3 Feedback. If Customer gives Ona suggestions or feedback, Ona may use it without restriction or obligation. This does not grant Ona any rights in Customer Data.

11.4 Publicity. Ona may identify Customer by name and logo as a customer on its website and in customer lists. Customer may withdraw this permission at any time by written notice to Ona. Any other use of Customer's marks, and any press release, quote, case study or testimonial, requires Customer's prior written consent.

12. SERVICE LEVELS

12.1 Uptime commitment. Ona will use commercially reasonable efforts to maintain a Monthly Uptime Percentage of **99.5%** for the core Platform, excluding Scheduled Maintenance. "Monthly Uptime Percentage" means total minutes in the calendar month less Downtime, divided by total minutes in that month. "Downtime" means periods during which the core Platform is not accessible to Authorized Users. "Scheduled Maintenance" means maintenance for which Ona has given at least forty-eight (48) hours' notice.

12.2 Service credits. If Ona fails to meet the uptime commitment in a month, Customer may request a service credit against the following month's Fees, as follows:

Monthly Uptime Percentage	Service Credit
99.5% or above	None
99.49% – 98.0%	5%
97.99% – 95.0%	10%
Below 95.0%	20%

If Monthly Uptime Percentage falls below 95.0% in any two months within a rolling six-month period, Customer may terminate the Agreement on written notice without penalty and receive a pro rata refund of prepaid, unused Fees.

12.3 Claiming credits. Customer must request a credit in writing within thirty (30) days of the end of the affected month. **Service credits are Customer's sole and exclusive remedy for any failure to meet the uptime commitment.** Credits are non-refundable, non-transferable, and capped at 20% of the Fees for the affected month.

12.4 Exclusions. The uptime commitment does not apply to unavailability caused by: Scheduled Maintenance; Third-Party Services; Customer's or an Authorized User's acts, omissions or equipment; Customer's internet connectivity; beta features; or events of force majeure.

13. WARRANTIES AND DISCLAIMERS

13.1 Ona's limited warranty. Ona warrants that the Platform will perform materially in accordance with the Documentation. Customer's sole remedy, and Ona's sole obligation, for breach of this warranty is for Ona to correct the non-conformity or provide reasonable alternative functionality; if Ona fails to do so within sixty (60) days of written notice, Customer may terminate and receive a pro rata refund of prepaid, unused Fees.

13.2 Mutual warranties. Each party warrants that it has the authority to enter into the Agreement and will comply with all laws applicable to its performance.

13.3 DISCLAIMER. EXCEPT AS EXPRESSLY SET OUT IN SECTION 13.1, THE PLATFORM AND ALL SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE”. ONA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR TRADE USAGE. ONA DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE AGAINST ALL THREATS, THAT AI OUTPUT WILL BE ACCURATE OR COMPLETE, THAT ANY CLAIM SUBMITTED THROUGH THE PLATFORM WILL BE ACCEPTED OR PAID, OR THAT ELIGIBILITY INFORMATION RETURNED BY A PAYER IS CORRECT.

14. LIMITATION OF LIABILITY

14.1 Exclusion of indirect damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, REPUTATION, ANTICIPATED SAVINGS, OR LOSS OR CORRUPTION OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2 Cap. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT — INCLUDING THESE TERMS, THE BAA AND ANY ORDER, AND WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE — WILL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO ONA IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

14.3 Exceptions to the cap. The cap in Section 14.2 does not apply to: (a) Customer's obligation to pay Fees; (b) either party's indemnification obligations under Section 15; (c) Customer's

breach of Section 11.2; or (d) either party's fraud, wilful misconduct, or liability that cannot be limited under applicable law.

14.4 Basis of the bargain. Customer acknowledges that the Fees reflect the allocation of risk in Sections 12.3, 13.3 and 14, and that these provisions are an essential element of the bargain between the parties.

15. INDEMNIFICATION

15.1 By Ona. Ona will defend Customer against any third-party claim alleging that Customer's authorised use of the Platform infringes a US patent, copyright or trademark or misappropriates a trade secret, and will indemnify Customer against damages and reasonable costs finally awarded or agreed in settlement. This obligation does not apply to the extent the claim arises from (a) Customer Data, (b) use of the Platform in combination with anything not supplied by Ona, (c) use in breach of the Agreement, or (d) any modification not made by Ona.

15.2 Remedies. If the Platform becomes, or in Ona's reasonable opinion is likely to become, the subject of such a claim, Ona may at its option procure the right to continue use, modify or replace the affected functionality, or terminate the affected subscription and refund prepaid, unused Fees. Sections 15.1 and 15.2 state Ona's entire liability for intellectual property infringement.

15.3 By Customer. Customer will defend and indemnify Ona against any third-party claim arising from: (a) Customer Data, including any allegation that it infringes third-party rights or was collected or used unlawfully; (b) the delivery of, or failure to deliver, healthcare services to a Patient, including any malpractice, negligence or professional liability claim; (c) any claim, code, charge or bill submitted by or on behalf of Customer, including allegations of fraudulent or abusive billing; (d) any failure to obtain a consent required under Section 5.5, including recording, telehealth and messaging consents; (e) Customer's breach of Section 11.2 or of applicable law; or (f) Customer's use of Third-Party Services.

15.4 Procedure. The indemnified party will give prompt written notice of the claim (delay excuses the indemnifying party only to the extent it is prejudiced), give the indemnifying party sole control of the defence and settlement (provided no settlement imposing liability or admitting fault on the indemnified party is made without its consent, not unreasonably withheld), and provide reasonable cooperation at the indemnifying party's expense.

15.5 Customer insurance. Customer will maintain professional liability (malpractice) insurance and general liability insurance in amounts customary for its practice and specialty, and will provide a certificate on reasonable request.

16. THIRD-PARTY SERVICES

16.1 Separate terms. Third-Party Services are provided by the relevant third party under that party's own terms, which Customer must accept and comply with. Ona is not a party to those terms.

16.2 No responsibility. Ona makes no warranty regarding, and has no liability for, any Third-Party Service, including its availability, accuracy, security or continued integration with the Platform. A third party may modify or discontinue its service or integration at any time.

16.3 E-prescribing and EPCS. Electronic prescribing, including for controlled substances, is delivered through DoseSpot. Customer and each prescribing Authorized User are solely responsible for satisfying all DEA and state requirements, including identity proofing, two-factor authentication, credential security, logical access control, PDMP checks where required, and all applicable prescribing standards. Ona does not review or approve any prescription.

16.4 Claims and eligibility. Clearinghouses, payers and eligibility networks are Third-Party Services. Section 17 governs Customer's use of the revenue cycle management functionality and allocates all risk relating to claims, eligibility and reimbursement.

16.5 Messaging and telephony. SMS, voice and email functionality is delivered through third-party carriers and providers. Customer is responsible for compliance with the TCPA, CAN-SPAM, carrier rules including 10DLC registration, and applicable state law, and for maintaining records of Patient consent and opt-outs.

17. REVENUE CYCLE MANAGEMENT, BILLING AND CLAIMS

17.1 What the RCM functionality is. The Platform's revenue cycle management functionality ("**RCM Functionality**") comprises tools that allow Customer to check Patient eligibility, generate superbills and claims from documentation created by Customer, apply configurable billing rules and claim scrubbing checks, transmit claims to a clearinghouse or payer, and track claim status, remittances and payments.

17.2 What it is not. Ona is a software provider. Ona is **not** a medical billing company, billing service, revenue cycle management service, collection agency, third-party administrator, payer, clearinghouse or healthcare provider. Ona does not act as Customer's agent, does not certify claims, does not submit claims in its own name or on its own authority, and does not exercise discretion over what is billed. All claims transmitted through the Platform are Customer's claims, submitted at Customer's direction and under Customer's provider identifiers.

17.3 Customer is solely responsible. Customer is solely and exclusively responsible for, and Ona has no responsibility for:

- (a) the accuracy, completeness and truthfulness of all diagnosis codes, procedure codes, modifiers, units, place-of-service codes, charges and Patient and insurance information;
- (b) **medical necessity** and the adequacy of clinical documentation to support every claim;
- (c) the accuracy and currency of all provider identifiers, including NPI, taxonomy, tax identification, licence and DEA numbers;
- (d) **credentialing and enrolment** with each payer, and maintaining active, in-network or out-of-network status as applicable;
- (e) compliance with each payer contract, provider manual, fee schedule, coverage policy, prior authorisation requirement and **timely filing deadline**;

- (f) reviewing and approving every claim before transmission, and reviewing every automated suggestion, scrubbing result or billing rule outcome before relying on it;
- (g) accounts receivable follow-up, denial management, corrected claims, appeals and secondary or tertiary billing;
- (h) Patient financial responsibility, including collection of co-payments, coinsurance, deductibles and balances, and compliance with the No Surprises Act, good-faith estimate requirements, and applicable state balance-billing and price-transparency law;
- (i) coordination of benefits; and
- (j) certifying, whenever a claim is submitted, that the claim is accurate, complete and compliant with the Federal False Claims Act, the Anti-Kickback Statute, the Stark Law, and all payer and programme requirements applicable to Medicare, Medicaid and commercial payers.

17.4 Eligibility information. Eligibility, benefit, coverage, co-payment, deductible and out-of-pocket responses displayed in the Platform originate from payers and third-party networks. They are point-in-time responses reflecting what the payer reported at that moment. **They are not a guarantee of coverage, benefits, payment, network status or Patient financial responsibility, and are not a prior authorisation.** Ona does not verify, correct or warrant them. Customer must not rely on an eligibility response as a substitute for its own verification where the amount at stake warrants it.

17.5 Claim scrubbing and billing rules are aids, not compliance review. Any claim scrubbing, edit, validation, billing rule, alert or AI-assisted coding suggestion is an automated convenience that may produce false positives and false negatives. **It is not a coding audit, a compliance review, or an opinion that a claim is correct, payable or lawful.** The absence of an alert means nothing. Customer will maintain its own coding and compliance review appropriate to its practice.

17.6 No guarantee of payment. Ona makes no representation, warranty or guarantee that any claim will be accepted, adjudicated, approved, paid, paid in any particular amount, or paid within any particular time, or that any denial will be overturned. Ona does not guarantee any clean-claim rate, denial rate, collection rate, days in accounts receivable, or any other revenue outcome, and no statement made in Ona's marketing, documentation, demonstrations or by any Ona representative constitutes such a guarantee.

17.7 Transmission is best-efforts. Ona will use commercially reasonable efforts to transmit claims as instructed, but transmission depends on clearinghouses, payer systems, networks and other Third-Party Services outside Ona's control. Customer is responsible for monitoring claim status in the Platform and for taking corrective action, including resubmission, within applicable timely filing deadlines.

17.8 Exclusion of reimbursement losses. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ONA WILL HAVE **NO LIABILITY WHATSOEVER** FOR ANY LOSS, COST, PENALTY, INTEREST, DAMAGE OR EXPENSE ARISING OUT OF OR RELATING TO CLAIMS, BILLING, CODING, ELIGIBILITY OR REIMBURSEMENT, INCLUDING WITHOUT LIMITATION: DENIED, REJECTED, UNDERPAID, DELAYED OR UNPAID CLAIMS; CLAIMS BARRED BY TIMELY FILING; RECOUPMENTS, TAKEBACKS, OFFSETS OR REFUND DEMANDS; PAYER OR GOVERNMENT AUDITS, INCLUDING

RAC, ZPIC, UPIC, MAC AND COMMERCIAL PAYER AUDITS; CIVIL MONETARY PENALTIES, FINES, SANCTIONS, EXCLUSION OR CORPORATE INTEGRITY OBLIGATIONS; OVERPAYMENT LIABILITY; LOST OR DELAYED REVENUE; INCREASED COST OF COLLECTION; OR ANY OTHER FINANCIAL CONSEQUENCE OF A CLAIM BEING SUBMITTED, NOT SUBMITTED, OR SUBMITTED INCORRECTLY. This exclusion applies regardless of the theory of liability and is in addition to, and not limited by, Sections 13.3 and 14.

17.9 Indemnity. Customer will defend and indemnify Ona against any claim, investigation, audit, proceeding or enforcement action brought by any payer, clearinghouse, Patient, government agency, relator or other third party arising out of or relating to any claim, bill, code, charge or statement submitted by or on behalf of Customer through the Platform, including any allegation of false, fraudulent, upcoded, unbundled, medically unnecessary or otherwise improper billing. This is in addition to Customer's obligations under Section 15.3.

17.10 Regulatory changes. Coding systems, payer rules and regulatory requirements change frequently. Ona will make commercially reasonable efforts to keep the RCM Functionality current, but does not warrant that it reflects the most recent code sets, payer policies or regulatory requirements at any given time, and Customer remains responsible for compliance.

18. GENERAL

18.1 Changes to these Terms. Ona may amend these Terms. For material changes, Ona will give at least **ninety (90) days'** prior notice by email to Customer's workspace administrator and by notice in the Platform. Changes take effect at the start of the first renewal period beginning after that notice period expires. If Customer objects, its remedy is to cancel under Section 8.1 before the change takes effect, without penalty. Continued use after that date constitutes acceptance. Ona may make non-material changes, and changes required by law or for security reasons, on shorter notice.

18.2 Governing law. The Agreement is governed by the laws of the State of Delaware, without regard to its conflict of laws rules. The UN Convention on Contracts for the International Sale of Goods does not apply.

18.3 Dispute resolution; arbitration. (a) **Informal resolution.** Before commencing arbitration, the complaining party will give written notice of the dispute and the parties will attempt in good faith to resolve it for thirty (30) days. (b) **Binding arbitration.** Any dispute not so resolved will be finally settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, before a single arbitrator, seated in Wilmington, Delaware, conducted in English. The arbitrator will issue a reasoned written award. Judgment may be entered in any court of competent jurisdiction. (c) **Exceptions.** Either party may (i) seek injunctive or equitable relief in court to protect its intellectual property or Confidential Information, (ii) bring a claim in small claims court, and (iii) pursue any available administrative or regulatory remedy. (d) **No class actions.** All claims must be brought in the parties' individual capacities and not as a plaintiff or class member in any purported class, collective, consolidated or representative proceeding. The arbitrator may not consolidate claims or preside over any representative proceeding. (e) **Costs.** Each party bears its own costs; arbitration fees are shared

equally unless the arbitrator determines a claim was frivolous or brought for an improper purpose.

18.4 Limitation period. Any claim arising out of the Agreement must be brought within one (1) year after the cause of action accrues, except for claims for non-payment.

18.5 Assignment. Customer may not assign the Agreement without Ona's prior written consent, except to a successor in connection with a merger or sale of substantially all its assets, provided the successor is not an Ona competitor and Customer gives written notice. Ona may assign the Agreement to an affiliate or in connection with a merger, acquisition or sale of assets. Any purported assignment in breach of this Section is void.

18.6 Force majeure. Neither party is liable for any delay or failure to perform (other than payment obligations) caused by circumstances beyond its reasonable control, including natural disaster, epidemic, war, terrorism, civil unrest, labour dispute, governmental action, failure of the internet, or failure of a third-party infrastructure provider.

18.7 Notices. Notices to Ona must be sent to legal@ona.health and to Ona Health Solutions Inc., 28 Geary Street, Suite 650, San Francisco, CA 94108. Notices to Customer may be given by email to the address associated with Customer's workspace administrator or by notice within the Platform. Notices are effective on receipt, or one business day after sending by email.

18.8 Independent contractors. The parties are independent contractors. Nothing in the Agreement creates a partnership, joint venture, agency, employment or fiduciary relationship, and neither party may bind the other.

18.9 No third-party beneficiaries. The Agreement confers no rights on any person other than the parties and their permitted successors. No Patient has any right of enforcement.

18.10 Severability; waiver. If any provision is held unenforceable, it will be limited or severed to the minimum extent necessary and the remainder will remain in effect. A failure to enforce any provision is not a waiver of it or of any other provision.

18.11 Entire agreement. The Agreement is the entire agreement between the parties on its subject matter and supersedes all prior and contemporaneous understandings, including any purchase order or vendor form issued by Customer, whose additional or conflicting terms are rejected and of no effect.

18.12 Export and sanctions. Customer represents that it is not located in, and is not owned or controlled by any person located in, a country or on a list subject to US sanctions or export restrictions.

18.13 US Government. The Platform is "commercial computer software" under FAR 12.212 and DFARS 227.7202. Any government use is subject to these Terms.

ACKNOWLEDGED AND ACCEPTED

By clicking to accept, or by accessing or using the Platform, Customer agrees to these Terms.