

SUBSCRIPTION AGREEMENT

Effective Date		Contract No.	
MOSAIC HEALTH ANALYTICS INC.		Client	
Name		Name	
Address	Suite 112 - 970 Burrard Street Vancouver BC Canada V6Z 2R4	Address	
Contact Name	Legal Department	Contact Name	
Title	Vendor	Title	
Email	General@mosaicanalytics.health	Email	

This Subscription Agreement (this “**Agreement**”) is made as of the effective date above (“**Effective Date**”) between Mosaic Health Analytics Inc. (“**Vendor**”) and the customer above (“**Client**”) and consists of this cover and signature page and the following attachments, which together form this Agreement as of the Effective Date:

- (1) Attachment A – Terms of Service
- (2) Attachment B – Data Protection Addendum

By signing below, Client and Vendor each agree to be bound by this Agreement, including all terms and conditions set out in the attachments to this Agreement or that are expressly referenced by this Agreement.

Signature

Signature

Name

Name

Title

Title

**ATTACHMENT A
TERMS OF SERVICE**

1. Services.

- (a) “**Service**” consists of the Mosaic platform and all related tools, features and services.
- (b) Vendor will use commercially reasonable efforts to make the Service available to Client in accordance with the terms and conditions of this Agreement.
- (c) To subscribe for the Service, Client will either (i) register and create an account through the Mosaic platform and choose a type of subscription for the Service, with the terms and Fees (as defined below) of each subscription type to be fully set forth on the Mosaic platform prior to purchase, or (ii) execute an order form (an “**Order Form**”) and pay any Fees (as defined below) required to be paid upon signing the Order Form. To the extent of a conflict between the Order Form and any other provisions of this Agreement, the terms of the Order Form will prevail to the extent of such conflict, except that the Order Form may not modify or supersede Sections 8, 9, 10, 11, 15, 19, and 20 of this Agreement.

2. Restrictions.

- (a) Client will use the Service in compliance with (i) all applicable laws and regulations and (ii) Vendor’s published documentation.
- (b) Client will not, directly or indirectly (i) use the Service for or in connection with any illegal or unauthorized purpose or in a manner that infringes, violates or misappropriates any rights of any person; (ii) reverse engineer, decompile, disassemble, decrypt or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Service or any software, hardware, documentation or data related to the Service; (iii) modify, translate, or create derivative works based on the Service, in whole or part; (iv) circumvent or attempt to circumvent any security feature or credential requirement of the Service, in any manner; (v) resell or make available the Service, in whole or part, to any third-party, except to the extent expressly permitted in

writing by Vendor or authorized within the Service; or (vi) authorize, permit or encourage any users of the Service authorized by Vendor for Client (“**Users**”) or any third party to do any of the foregoing.

- 3. Responsibilities.** Users, including Client in its capacity as a User, will be responsible for (i) obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Service; and (ii) maintaining the security of such equipment and ancillary services and the credentials required to access the Service (whether issued by Vendor or Client). Client will be responsible for all uses of the Service by Users (whether with or without Client’s or Vendor’s knowledge or consent), including their compliance with the restrictions set out in Section 2.

- 4. Permitted Users.** Only Client and Users may access the Service and then only in the manner in which Vendor makes the Service available for use. Although Vendor has no obligation to monitor Client’s or User’s use of the Service, Vendor may do so and may prohibit and, to the full extent permitted by applicable law, suspend any use or User of the Service it determines to be in violation of this Agreement or its published documentation.

- 5. Fees.** In consideration for the Service, Client shall pay Vendor the fees as set out in (a) the subscription type selected and agreed to by Client, or (b) the applicable Order Form (in each case, the “**Fees**”). If Client fails to pay any amount when due, Vendor may provide written notice to Client of such failure. If Client fails to cure such payment default within ten (10) business days of receipt of such notice, Vendor may, without prejudice to any other remedy, suspend the Service upon an additional five (5) business days' written notice.

- 6. Changes to the Service.** Unless the parties otherwise agree in writing, Vendor reserves the right from time to time, in its sole discretion, to modify, change or deprecate, in whole or part, the Service provided, that, (a)

any such modification, change or deprecation will not result in a material degradation of the Service and Vendor will provide Client with at least thirty (30) days' prior written notice of any such modification, change or deprecation, and (b) notwithstanding anything to the contrary in this Agreement including (a) above, Vendor may modify, change or deprecate, in whole or part, the Service without advance notice where such modification, change or deprecation arises from a third-party service on which the Service is dependent, provided that Vendor will provide notice to Client as soon as reasonably practicable and, if such modification, change or deprecation results in a material degradation of the Service, Client may terminate this Agreement without penalty within thirty (30) days of receiving such notice.

7. **Subcontracting.** Vendor may subcontract or delegate its obligations in respect of the Service, in whole or part, without notice or consent of Client provided it remains responsible for its obligations and liability in respect of the Service so subcontracted or delegated.

8. **Representations and Warranties**

Vendor and Client each represent and warrant to the other that:

- (a) It has the legal capacity and right, power and authority, and all necessary consents and approvals, to execute, deliver and perform all of its obligations under this Agreement.
- (b) None of the authorization, creation, execution or delivery of this Agreement nor compliance or performance of the terms and conditions of this Agreement has resulted in, or will result in a breach of, or constitute a default under, any agreement, understanding or instrument (including its articles, by-laws or other constating documents or any resolutions passed by its board of directors or shareholders) to which it is a party or by which it or its property is or may be bound.
- (c) It has and will comply with all applicable laws and regulations in the performance of this Agreement and the obligations hereunder.

9. **Limited Warranty and Disclaimer.**

(a) Vendor will use commercially reasonable efforts consistent with prevailing industry standards to maintain the Service in a manner which minimizes errors and interruptions in the Service. The Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Vendor or by third-party providers, or because of other causes beyond Vendor's control, but Vendor will use commercially reasonable efforts to provide advance notice in writing to Client or by e-mail of any scheduled service disruption. Vendor's entire liability and Client's sole remedy for a breach of the foregoing is for Vendor to re-perform the defective Service or, in Vendor's sole discretion, to refund the amounts paid for the defective Service.

(b) VENDOR DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE. EXCEPT AS EXPRESSLY SET OUT IN THIS SECTION 9, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS" AND VENDOR DISCLAIMS ALL OTHER REPRESENTATIONS, CONDITIONS AND WARRANTIES OF ANY KIND, EXPRESS, LEGAL OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

10. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL VENDOR OR ITS AFFILIATES AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS (INCLUDING ALL SERVICE, EQUIPMENT

AND TECHNOLOGY SUPPLIERS) BE RESPONSIBLE OR LIABLE WITH RESPECT TO THIS AGREEMENT OR USE OF VENDOR'S PRODUCT OR SERVICES UNDER ANY CONTRACT, TORT, NEGLIGENCE, CIVIL LIABILITY, STRICT LIABILITY OR OTHER THEORY: (A) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (B) FOR LOSS OF BUSINESS, PROFITS OR REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND; (C) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY MATTER BEYOND VENDOR'S REASONABLE CONTROL; OR (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS IN RESPECT OF ALL OTHER CLAIMS, INCLUDING ANY CLAIMS ARISING IN RELATION TO THE DATA PROTECTION ADDENDUM, EXCEED THE FEES PAID BY CLIENT TO VENDOR FOR THE SERVICES IN THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, WHICH FOR CLARITY SHALL BE ZERO, WHETHER OR NOT VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Proprietary Rights.

- (a) Client will own and retain all right, title and interest in the data provided by it to Vendor to enable the provision of the Service (“**Client Data**”). Vendor will own and retain all right, title and interest in (i) the Service and all improvements, enhancements or modifications thereto; (ii) any De-identified Data and aggregated statistical data arising or derived from or based on the provision, use and performance of various aspects of the Service (but excluding Client Data and any data from which Client or individual data subjects could be identified); (iii) any software, applications, inventions or other technology developed by or on behalf of Vendor in connection with

implementation or support of the Service, provided such technology does not incorporate Client Data or Personal Information; and (iv) all intellectual property rights related to any of the foregoing.

- (b) Subject to the Data Protection Addendum and Applicable Privacy Laws, Vendor will have the right to (i) access, use, copy, support, maintain, and modify Client Data solely as necessary to deliver the Service to Client; and (ii) use De-identified Data derived from Client Data to improve and enhance the Service and for other development, diagnostic and corrective purposes in connection with the Service or its other products, provided that such De-identified Data cannot be re-identified and is not disclosed to third parties in a manner that could identify Client. No rights or licenses are granted except as expressly set out in this Agreement.

12. Term. This Agreement will commence on the Effective Date and will continue until terminated in accordance with this Agreement.

13. Termination.

- (a) Vendor may terminate this Agreement or any Order Form on 30 days' written notice to Client for any reason whatsoever.
- (b) Vendor may immediately terminate this Agreement, or without limiting its other rights and remedies, suspend Client's access to the Service without notice if Client ceases to do business as a going concern, admits in writing its inability to pay debts as they become due, files or becomes the subject of a petition in bankruptcy, appoints a receiver, acquiesces in the appointment of a receiver or trustee, becomes insolvent, makes an assignment for the benefit of creditor, goes into liquidation or receivership or otherwise loses legal control of its business.
- (c) Client may terminate this Agreement by notice to Vendor (i) if Vendor commits a material breach of this Agreement and, if the breach is capable of being cured, fails to cure the breach within 30 days of receipt of notice of the breach; (ii) if Vendor ceases to do business as a going concern, admits in writing its inability to pay debts as they become due, files or becomes the subject of a petition in

bankruptcy, appoints a receiver, acquiesces in the appointment of a receiver or trustee, becomes insolvent, makes an assignment for the benefit of creditor, goes into liquidation or receivership or otherwise loses legal control of its business. To the fullest extent permitted by applicable law, Client waives any other right of termination under applicable law.

14. Effects of Termination. In the event of a termination of this Agreement:

- (a) Vendor will cease providing the Service and Client's access to the Service will terminate.
- (b) Client will remain obligated to pay such Fees due hereunder which remain unpaid.
- (c) Termination by the Client without cause may be done at any time; however, any advance payments or yearly subscription will not be reimbursed. Client may continue to use Services until such time as the subscription would expire.

15. Survival. The termination of this Agreement will not release either of the parties from any obligation or liability that accrued prior to the termination. The provisions of this Agreement requiring performance or fulfilment after the termination of this Agreement, including Sections 8, 9, 10, 11, 14, 15, 19 and 20 and this Section 15, the Data Protection Addendum, such other provisions as are necessary for the interpretation thereof, and any other provisions hereof, the nature and intent of which is to survive termination of this Agreement, will survive the termination of this Agreement.

16. Force Majeure. Vendor will not be liable for its failure to perform or the delayed performance of its obligations if such failure results from circumstances beyond its reasonable control, including, acts of God, fires, floods, wars, sabotage, civil unrest, accidents, labour disputes, labour shortages, government laws, rules and regulations, whether valid or invalid, inability to obtain material, equipment, incorrect, delayed or deficient specifications, data or services supplied by a third-party.

17. Public Announcements. All media releases, public announcements or external disclosures of any nature (including any other disclosure of the name or trademarks of a party that indicate a relationship between the parties) by either party relating to this Agreement or its subject matter will be coordinated with and must be approved in advance by the other party prior to the release thereof.

18. Notices.

- (a) Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows: (i) by email to the addressee's email specified on the signature page of this Agreement, in which case it will be deemed to be received on the day sent; (ii) by hand to the addressee's address specified on the signature page of this Agreement, in which case it will be deemed to be received on the day of its delivery; (iii) by nationally recognized overnight courier to the addressee's address specified on the signature page of this Agreement, in which case it will be deemed to be received on the next business day after its couriering; or (iv) by prepaid post to the addressee's address specified on the signature page of this Agreement, in which case it will be deemed to be received on the fifth business day after its mailing.

- (b) Either party may from time to time give notice to the other party of a substitute address or email address, which from the date such notice is given will supersede for purposes of this Section 18 any previous address or email address specified for the party giving the notice.

19. Governing Law. To the fullest extent permitted by applicable law, this Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. To the fullest extent permitted by applicable law, each of the parties hereby attorns to the non-exclusive jurisdiction of the courts of the Province of British Columbia.

20. General Terms.

- (a) The term “including” means “including without limitation”.
- (b) If any provision of this Agreement is determined by any court of competent jurisdiction to be illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect.
- (c) This Agreement, the rights granted hereunder, and any orders made hereunder will not be assigned by Client without the prior written consent of Vendor. Vendor may assign this Agreement at any time; provided that notice of the assignment is provided to Client.
- (d) A party’s waiver of any breach by the other party or failure to enforce a remedy will not be considered a waiver of subsequent breaches of the same or a different kind.
- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any other understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set out in this Agreement.
- (f) No addition to or modification of any provision in this contract will be binding upon Vendor unless made in writing and signed by a duly authorized Vendor representative.
- (g) This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an

executed signature page to this Agreement by any party by electronic transmission (including PDF) will be as effective as delivery of a manually executed copy of this Agreement by that party.

- (h) For Clients in Quebec/*Pour les Clients du Québec*: Client acknowledges that a French version of this Agreement has been made available to Client and that Client has opted to be bound by the English version of this Agreement. *Le Client reconnaît qu’une version en langue française de la présente entente a été fournie au Client et que le Client a choisi d’être lié par la version en langue anglaise.*

**ATTACHMENT B
DATA PROTECTION ADDENDUM**

1. **Interpretation.** Capitalized terms not defined below but used herein will have the same meaning as in the Agreement to which this Data Protection Addendum (“**DPA**”) is attached. For the purposes of this DPA:
 - (a) “**Applicable Privacy Laws**” means all applicable laws and regulations relating to privacy, data protection, or the collection, use, disclosure, protection, or other processing of information about identifiable individuals.
 - (b) “**De-identified Data**” means data generated from the de-identification of Personal Information in accordance with requirements of Applicable Privacy Laws, such that it is not reasonably foreseeable that the individual could be identified from the information alone or in combination with other information.
 - (c) “**Personal Information**” means information that is (i) about an identifiable individual, including any such information that constitutes “personal information”, “personal health information” or “health information” within the meaning of Applicable Privacy Laws, and (ii) that is processed through the Service. For certainty, for the purposes of this DPA, Personal Information does not include (x) contact information, billing information, or other information or credentials of Client or Users, or (y) De-identified Data.
2. **Authority to Process Personal Information.** Client represents and warrants that it has made, obtained and maintained, in accordance with Applicable Privacy Laws, any and all required notices and consents to or from each of the data subjects of Personal Information or each of the authorized representatives of such data subjects to allow Vendor to process such Personal Information for the purposes of providing the Service and as otherwise contemplated by the Agreement and this DPA.
3. **Objectives and Guiding Principles.** The objective of this DPA is to set out the Client’s and Vendor’s obligations with respect to the processing of Personal Information in providing the Service. The guiding principles of this DPA are those found in Applicable Privacy Laws including the collection, use and disclosure of the least amount of Personal Information necessary to achieve the intended purposes.
4. **Appointment and Duties of Vendor.**
 - (a) The Client hereby appoints Vendor as its service provider and information processor for the purposes of providing the Client with the Service in accordance with the Agreement and this DPA, and Vendor hereby accepts such appointment.
 - (b) Vendor may collect Personal Information through the use of the Service by the Client and Users.
 - (c) Vendor acknowledges and agrees that Personal Information shall at all times remain in the control of Client and that Vendor acquires no independent right to the Personal Information.
 - (d) Subject to any service levels set out in the Agreement, Vendor agrees to provide Client with unfettered access to Personal Information.

5. **Personal Information Protection/Safeguards.** Vendor shall:

- (a) not use Personal Information for any purpose other than as necessary to provide the Service except that Vendor may use the Personal Information to generate De-identified Data in accordance with requirements of Applicable Privacy Laws, provided that such de-identification meets the standards set forth in applicable guidance from the Office of the Privacy Commissioner of Canada or as permitted under applicable law, and may use De-identified Data for any lawful purpose, provided that Vendor shall not use De-identified Data to attempt to re-identify any individual and shall implement appropriate safeguards to prevent re-identification;
- (b) not disclose Personal Information to any person except:
 - (i) as expressly permitted or instructed by Client, including as permitted by the Agreement or this DPA; or
 - (ii) as required to comply with applicable laws or regulations or a valid court order or other binding requirement of a competent governmental authority, provided that in any such case:
 - 1. Vendor notifies Client in writing of any such requirement without undue delay (and in any event prior to disclosure of the Personal Information, unless legally prohibited from doing so, in which case Vendor shall notify Client as soon as legally permissible); and
 - 2. Vendor provides all reasonable assistance to Client in any attempt by Client to limit or prevent the disclosure of the Personal Information;
- (c) implement and maintain physical, organizational and technological security measures that are appropriate to the sensitivity of the Personal Information, including but not limited to encryption of Personal Information in transit and at rest, regular security assessments, and access controls, to protect the Personal Information against loss, theft and unauthorized access, disclosure, copying, use, modification or disposal, in accordance with industry standards and Applicable Privacy Laws;
- (d) restrict access to Personal Information to authorized personnel who require access to such information to fulfil their job requirements and who are subject to obligations of confidentiality in respect of such Personal Information;
- (e) upon the termination of the Agreement, Client will have 30 days to export any Personal Information in the platform after which point Vendor shall securely delete all Client Personal Information in accordance with industry-standard data destruction practices, except to the extent retention is required by applicable law; and
- (f) inform Client without unreasonable delay and in any event within seventy-two (72) hours of becoming aware of any breach of Vendor's obligations in this Section 5, or any loss or theft of, or unauthorized access, use, or disclosure of Personal Information, and shall provide Client with sufficient information to enable Client to meet any notification obligations under Applicable Privacy Laws, including but not limited to the nature of the breach, the Personal Information affected, and the measures taken or proposed to be taken to address the breach.

6. **Requests, Inquiries and Complaints.** Vendor shall refer to Client any individual who contacts Vendor requesting access to, correction of, or with any express wishes, inquiries or complaints about their Personal Information in connection with or otherwise relating to the Service.
7. **Privacy Regulators.** Vendor shall provide necessary and reasonable information and co-operation to Client and to any regulatory or other governmental bodies or authorities with jurisdiction or oversight over Applicable Privacy Laws in connection with any investigations, audits or inquiries relating to the processing of Personal Information in connection with the Service.
8. **Designated Individual.** Vendor shall designate and identify by email to Client an individual to be accountable for Vendor's compliance with this DPA.
9. **Subcontracting.** Vendor shall not subcontract, assign or delegate to any third party its obligations with respect to the collection, use, disclosure, storage, or other processing of Personal Information in connection with the Service except to the subcontractors listed in Appendix A, or to any other subcontractor with 30 days prior written notice to the Client, which notice may be provided by way of updating Appendix A (Client may register for email updates of proposed changes to Appendix A). Client shall have the right to object to any new subcontractor on reasonable grounds within 15 days of receiving notice, and if Client objects, the parties shall work together in good faith to resolve the concern or, if no resolution is possible, Client may terminate the affected portion of the Service without penalty. Vendor shall obtain written contractual commitments of all subcontractors substantially the same as those of this DPA and shall remain fully liable to Client for the acts and omissions of all subcontractors. Client hereby consents to the use of the subcontractors set out in Appendix A.
10. **Compliance with Applicable Privacy Laws.** Vendor shall comply with Applicable Privacy Laws in providing the Service. Vendor shall make available reasonable and necessary information and documentation to Client to allow Client to verify Vendor's compliance with this DPA.
11. **Location of Processing and Cross-Border Transfers.** The location of processing of Personal Information is as set out in Appendix A. For clients whose primary location is in the US, PHI and other client data is stored in US AWS data centres and logically separated from Canadian client data.
 - (a) For Canadian clients, data is stored in Canadian AWS data centres.
 - (b) Azure services are used as described; anonymized text may be processed globally, but PHI is not stored outside the client's primary region.
12.

To the extent any Personal Information is transferred outside of Canada, Vendor shall ensure that such transfers comply with Applicable Privacy Laws, including implementing appropriate safeguards such as contractual protections equivalent to those required under Canadian law. Vendor shall notify Client immediately if it becomes aware that Personal Information has been accessed from or transferred to a jurisdiction not specified in Appendix A.
13. **Other.** To the extent of any inconsistency between the terms in this DPA and those of the Agreement as such terms may relate to Personal Information, the terms of this DPA shall prevail. Either party may terminate the Agreement upon thirty (30) days' written notice if the other party has breached a material term of this DPA and has failed to cure such breach within thirty (30) days of receiving written notice thereof. In the event of termination due to Client's breach, Client shall pay Vendor for all services

rendered through the termination date plus any early termination fees as specified in the Agreement. This DPA shall terminate upon termination of the Agreement once all Personal Information has been deleted in accordance with section 5(e), and the obligations in Sections 5(e), 8, 9, and 11 shall survive termination.

APPENDIX “A”

Canada:

Subcontractor	Function	Data Processed	Region
AWS (Self-Managed)	Compute, storage, VPC, databases (RDS)	Audio (temp), transcripts, notes, user data	Canada
AWS CloudWatch	Logging (CloudWatch), Queueing (SQS), Email (SES)	Application logs, audit trails	Canada
AWS SQS	Messaging queues	Metadata only	Canada
AWS SES	Email service	Transactional emails	Canada
Azure De-identification Service	Anonymization of Transcripts	Transcripts (no storage; ephemeral processing only)	Canada
Azure OpenAI	Endpoint for OpenAI LLM modes	Anonymized transcripts/notes ((no storage; ephemeral processing only)	Global (processing), CA East (endpoint)

United States:

Subcontractor	Function	Data Processed	Region
AWS (Self-Managed)	Compute, storage, VPC, databases (RDS)	Audio (temp), transcripts, notes, user data	United States
AWS CloudWatch	Logging (CloudWatch), Queueing (SQS), Email (SES)	Application logs, audit trails	United States
AWS SQS	Messaging queues	Metadata only	United States
AWS SES	Email service	Transactional emails	United States
Azure De-identification Service	Anonymization of Transcripts	Transcripts (no storage; ephemeral processing only)	United States
Azure OpenAI	Endpoint for OpenAI LLM modes	Anonymized transcripts/notes ((no storage; ephemeral processing only)	Global (processing), US (endpoint)

ATTACHMENT C HIPAA COMPLIANCE ADDENDUM

For Clients located in the United States of America that are “covered entities” or “business associates” under HIPAA, the following additional terms apply to the extent Vendor processes “protected health information” (“PHI”) on behalf of Client\:

1. **HIPAA Roles.** Client is a covered entity (or, as applicable, a business associate) and Vendor is a business associate with respect to PHI processed through the Service. Vendor will comply with HIPAA in its capacity as a business associate.
2. **Permitted Uses and Disclosures.** Vendor will only use and disclose PHI as permitted by HIPAA and as necessary to perform the Service for Client, as described in the Agreement and the BAA. Vendor will not use or disclose PHI in a manner that would violate HIPAA if done by Client, except for Vendor’s own proper management and administration or to carry out its legal responsibilities, in each case as permitted by HIPAA.
3. **Safeguards.** Vendor will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI as required by the HIPAA Security Rule.
4. **Subcontractors.** Vendor will ensure that any subcontractors and subprocessors that create, receive, maintain or transmit PHI on behalf of Vendor agree in writing to the same restrictions and conditions that apply to Vendor with respect to PHI under HIPAA and the BAA.
5. **Breach Notification.** Vendor will report to Client any Breach of Unsecured PHI (as defined in HIPAA) without unreasonable delay and in no case later than fifteen (15) business days after discovery, and will cooperate with Client in meeting any applicable breach-notification requirements.
6. **Access, Amendment, Accounting.** Vendor will assist Client, upon reasonable request and at Client’s expense where permitted by law, in fulfilling Client’s obligations to respond to requests for access to, amendment of, or an accounting of disclosures of PHI, to the extent such PHI is maintained by Vendor and required by HIPAA.
7. **PHI Return or Destruction.** Upon termination of the Agreement and as further specified in the BAA, Vendor will, at Client’s option and subject to feasibility, return or destroy PHI that Vendor still maintains in any form, except to the extent retention is required by law.
8. **Priority.** In the event of a conflict between this DPA and a BAA executed between Vendor and Client, the BAA will govern solely with respect to the parties’ rights and obligations regarding PHI under HIPAA. In all other respects, this DPA and the Agreement will prevail.