MINSET TERMS OF SERVICE

Effective Date: September 22, 2026

These Terms of Service (the "Terms") govern access to and use of the software, hosted services, professional services, and related materials identified in an applicable Order (collectively, the "Services"). These Terms are entered into by and between MINSET LLC, a Delaware limited liability company ("Minset"), and the business entity identified in the applicable Order ("Customer"). Minset and Customer are each a "Party" and together the "Parties."

By electronically signing an Order that references these Terms, Customer agrees to be bound by the version of these Terms identified in that Order. The individual accepting the Order represents that the individual has authority to bind Customer. If there is a direct conflict between an Order and these Terms, the Order controls only if it expressly identifies the provision of these Terms being modified and states that it overrides that provision.

1. Services and Subscription Rights

1.1 Services. Minset will provide the Services described in the applicable Order during the subscription term stated in that Order (the "Order Term").

1.2 Permitted Use. Subject to Customer's payment of all applicable fees and compliance with the Agreement, Minset grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right during the Order Term to access and use the Services solely for Customer's internal business purposes and only as authorized in the Order.

1.3 Authorized Users. Customer may permit its employees and contractors to use the Services on Customer's behalf if they are authorized under the Order and bound by obligations consistent with the Agreement. Customer is responsible for their acts and omissions.

1.4 Changes to Services. Minset may update or improve the Services from time to time, provided that Minset will not materially reduce the core functionality purchased by Customer during the then-current Order Term.

2. Customer Responsibilities and Restrictions

2.1 Customer Responsibilities. Customer is responsible for its accounts, Authorized Users, credentials, systems, connectivity, configurations, and use of the Services. Customer will obtain all rights, notices, permissions, and consents necessary for Minset to process Customer Data as contemplated by the Agreement.

2.2 Restrictions. Customer will not, and will not permit any third party to: (a) reverse engineer, decompile, disassemble, translate, or seek to discover source code, models, algorithms, non-public Application Program Interfaces ("APIs"), or underlying structure of the Services, except to the limited extent a restriction is prohibited by law; (b) copy, modify, create derivative works from, sell, resell, sublicense, distribute, rent, lease, time-share, or provide the Services to a third party except as expressly authorized in an Order; (c) use the Services, Output, documentation, or other Minset materials to develop, train, test, validate, benchmark, or improve a competing product, service, model, or dataset, or publish benchmark or performance results without Minset's prior written consent; (d) circumvent access controls, usage limits, or security measures, introduce malicious code, interfere with the integrity or operation of the Services, or attempt unauthorized access; or (e) use the Services in violation of applicable law, third-party rights, the Order, or applicable documentation.

3. Customer Data

3.1 Customer Data. "Customer Data" means data, content, records, files, and information submitted to or made available to the Services by or for Customer, including protected health information when permitted under Section 4. Customer retains its ownership rights in Customer Data.

3.2 Limited License. Customer grants Minset a limited, non-exclusive right to host, copy, process, transmit, display, and otherwise use Customer Data only as necessary to provide, maintain, secure, support, and administer the Services; comply with the Agreement and applicable law; and prevent or address technical, fraud, safety, or security issues.

3.3 Operational Data. Minset may collect and use operational, diagnostic, performance, usage, security, and system-level information generated through Customer's use of the Services solely as necessary to: (a) provide, operate, maintain, and support the Services; (b) monitor service availability, performance, and security; (c) diagnose, troubleshoot, and remediate errors, outages, and security incidents; and (d) comply with applicable legal, regulatory, and contractual obligations. Such information will not be used in a manner that identifies Customer except as necessary to perform the foregoing activities.

3.4 Data Export and Deletion. During the Order Term, Customer may export Customer Data through available functionality or as otherwise stated in the Order. Following termination or expiration, Minset will delete or return Customer Data in accordance with the Agreement, the applicable Business Associate Agreement, and Minset's then-current retention practices, subject to legal obligations and routine backup cycles.

4. Protected Health Information

4.1 Business Associate Agreements. If either Party's performance under the Agreement requires the creation, receipt, maintenance, transmission, access to, or processing of protected health information regulated under HIPAA, the Parties will enter into an appropriate Business Associate Agreement before such information is exchanged.

4.2 No PHI Without BAA. Unless a Business Associate Agreement is in effect, Customer will not submit protected health information to the Services. If a Business Associate Agreement applies, it controls in the event of a conflict concerning protected health information.

5. Intellectual Property

5.1 Minset Technology. Minset and its licensors retain all right, title, and interest in and to the Services; software; source and object code; models; algorithms; prompts and workflows; analytics; interfaces; documentation; templates; configurations; improvements; updates; derivative works; and all related intellectual property and proprietary rights (collectively, "Minset Technology"). Except for the limited rights expressly granted in the Agreement, no rights are transferred to Customer.

5.2 Product Output. Subject to Customer's compliance with the Agreement, Customer may use output generated for Customer through the Services ("Output") for Customer's internal business purposes. Minset retains ownership of the Minset Technology used to generate Output. Customer receives no ownership interest in any model, algorithm, methodology, rule, workflow, or other Minset Technology embodied in or used to produce Output.

5.3 Feedback. Customer grants Minset a perpetual, irrevocable, royalty-free right to use suggestions, ideas, enhancement requests, recommendations, and other feedback regarding the Services, provided such use does not disclose Customer Confidential Information.

5.4 Reservation of Rights. All rights not expressly granted are reserved by Minset and its licensors.

6. Fees, Taxes, and Payment

6.1 Fees. Customer will pay the fees stated in each Order. Except as expressly stated in the Agreement, payment obligations are non-cancelable and fees paid are non-refundable.

6.2 Invoicing and Payment. Unless the Order states otherwise, invoices are due within thirty (30) days after the invoice date. Customer will provide complete and accurate billing information and promptly notify Minset of changes.

6.3 Taxes. Fees exclude sales, use, value-added, withholding, and similar taxes. Customer is responsible for such taxes, excluding taxes based on Minset's net income. Customer may provide Minset with proof that Customer is tax-exempt and in such case Customer will not pay taxes.

6.4 Late Payment and Suspension. Overdue undisputed amounts may accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law. Minset may suspend affected Services for material nonpayment after providing at least ten (10) days' written notice and an opportunity to cure.

6.5 Good-Faith Disputes. Customer must notify Minset in writing of a good-faith invoice dispute before the payment due date and timely pay all undisputed amounts. The Parties will work in good faith to resolve the dispute.

7. Confidentiality

7.1 Confidential Information. "Confidential Information" means non-public information disclosed by or on behalf of a Party ("Discloser") to the other Party ("Recipient") that is identified as confidential or that reasonably should be understood to be confidential given its nature and the circumstances of disclosure. Customer Data is Customer's Confidential Information. Minset Technology, non-public pricing, product plans, governance methodologies, security information, and documentation are Minset's Confidential Information.

7.2 Exclusions. Confidential Information does not include information that Recipient can document: (a) is or becomes public through no breach of the Agreement; (b) was lawfully known without restriction before disclosure; (c) is lawfully received from a third party without confidentiality duty; or (d) is independently developed without use of the Discloser's Confidential Information.

7.3 Protection and Use. Recipient will use Confidential Information only to exercise rights or perform obligations under the Agreement and will protect it using at least reasonable care. Recipient may disclose Confidential Information only to personnel, contractors, professional advisers, and service providers who need to know it and are bound by confidentiality obligations at least as protective as those in the Agreement. Recipient is responsible for their compliance.

7.4 Required Disclosure. Recipient may disclose Confidential Information if legally required, provided it gives prompt notice when legally permitted and reasonable assistance, at Discloser's expense, in seeking protective treatment.

7.5 Duration. These confidentiality obligations continue during the Agreement and for three (3) years afterward, except that obligations relating to trade secrets, source code, models, algorithms, security architecture, governance methodologies, and other information protected as a trade secret under applicable law survive for so long as such information remains a trade secret.

8. Security and Service Support

8.1 Safeguards. Minset will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Data against unauthorized access, use, alteration, or disclosure.

8.2 Security Incidents. Minset will notify Customer without unreasonable delay after confirming a security incident that results in unauthorized access to or acquisition, use, or disclosure of Customer Data. Notice will include information reasonably available to Minset, and Minset will take reasonable steps to contain and remediate the incident. A Business Associate Agreement may establish different or additional obligations for protected health information.

8.3 Support. Minset will provide the support tier, if any, identified in the Order under Minset's applicable support policy. Customer will provide information and cooperation reasonably necessary for Minset to diagnose and address support issues.

9. Product Use, Performance, and Governance

9.1 Decision Support. Unless an Order expressly states otherwise, the Services and Output support Customer's workflows and do not replace Customer's professional judgment, review, or legal and regulatory responsibilities.

9.2 Customer Decisions. Customer is responsible for reviewing and validating Output as appropriate for the purchased configuration and for final coding, billing, claim submission, reimbursement, collection, clinical, and compliance decisions. Customer is responsible for determining whether its use of the Services and Output complies with applicable laws, payer rules, coding standards, and contractual obligations.

9.3 Product Performance. The Services may provide coding recommendations, workflow automation, analytics, forecasting, prediction models, prioritization, payment propensity indicators, denial management insights, and other outputs depending on the products licensed by Customer. Product-specific performance commitments, accuracy thresholds, validation methodologies, governance requirements, service levels, and related performance metrics, if any, will be identified in the applicable Order, statement of work, product documentation, governance framework, or other written materials incorporated into the Agreement. Customer acknowledges that outcomes may vary based upon Customer configurations, source data quality, operational processes, user decisions, and external factors outside Minset's reasonable control. Except as expressly stated in the applicable Order or Minset documentation, Minset does not guarantee any specific reimbursement outcome, financial outcome, collection rate, denial reduction percentage, payment propensity outcome, coding outcome, or other business result.

9.4 Governance Framework. Minset maintains documented governance ("Governance Documentation"), quality assurance, validation, monitoring, and oversight processes designed to support responsible and effective operation of its products. Where applicable, product performance measurements, validation methodologies, testing approaches, accuracy calculations, monitoring procedures, and performance reporting processes may be documented in product materials, Governance Documentation, statements of work, Orders, or other written materials incorporated into the Agreement.

10. Term, Suspension, and Termination

10.1 Term. These Terms remain in effect while an Order is active. Each Order begins and ends as stated in that Order. Renewal occurs only as specified in the Order.

10.2 Termination for Cause. Either Party may terminate an Order if the other Party materially breaches the Agreement and does not cure the breach within thirty (30) days after written notice. A Party may terminate immediately if the other Party becomes insolvent, ceases operations, makes an assignment for creditors, or becomes subject to a bankruptcy or similar proceeding that is not dismissed within sixty (60) days.

10.3 Suspension. Minset may suspend access to the Services to prevent or address a security threat, unlawful use, material harm to the Services or others, or a material breach of the Agreement. Where practicable, Minset will provide advance notice and limit the suspension to the affected portion of the Services. Minset will restore access when the basis for suspension is resolved.

10.4 Effect. Upon expiration or termination, Customer's right to use the affected Services ends, and Customer will pay all accrued and undisputed amounts. Sections that by their nature should survive will survive, including Sections 3, 4, 5, 6, 7, 9, 10.4, 11, 12, 13, and 14.

11. Warranties and Disclaimers

11.1 Mutual Authority. Each Party warrants that it has validly entered into the Agreement and has authority to do so.

11.2 Minset Limited Warranty. Minset warrants that, during the applicable Order Term, the Services will perform in all material respects in accordance with applicable documentation when used as authorized. Customer's exclusive remedy and Minset's entire liability for breach of this warranty is for Minset to use commercially reasonable efforts to correct the nonconformity. If Minset cannot do so within a reasonable period, Customer may terminate the affected Service and receive a prorated refund of prepaid, unused fees for the terminated portion.

11.3 Exclusions. The warranty does not apply to issues caused by Customer Data, Customer systems, unauthorized use or modification, third-party products or services, or use contrary to the Agreement or documentation.

11.4 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, THE SERVICES, OUTPUT, AND MINSET TECHNOLOGY ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, MINSET DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. MINSET DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL OUTPUT WILL BE COMPLETE OR ERROR-FREE.

12. Indemnification

12.1 Minset IP Indemnity. Minset will defend Customer against a third-party claim alleging that Customer's authorized use of the Services infringes or misappropriates a United States patent, copyright, trade secret, or trademark, and will pay damages and costs finally awarded or agreed in a settlement approved by Minset. Minset has no obligation to the extent a claim arises from Customer Data, Customer instructions, unauthorized modification or use, combination with items not provided by Minset, continued use after notice, or use of a no-charge or evaluation offering.

12.2 Infringement or Misappropriation Remedies. If the Services are or may become subject to an infringement or misappropriation claim, Minset may: (a) obtain the right for continued use; (b) modify or replace the affected Services with materially equivalent functionality; or (c) terminate the affected Services and refund prepaid, unused fees for the terminated portion. This Section states Customer's exclusive remedy for intellectual property infringement claims.

12.3 Customer Indemnity. Customer will defend Minset and its affiliates, officers, directors, and personnel against third-party claims arising from Customer Data; Customer's unauthorized or unlawful use of the Services or Output; or Customer's violation of third-party rights, and will pay damages and costs finally awarded or agreed in a settlement approved by Customer.

12.4 Procedure. The indemnified Party must promptly notify the indemnifying Party, provide reasonable cooperation at the indemnifying Party's expense, and allow the indemnifying Party sole control of the defense and settlement. The indemnifying Party may not settle a claim in a manner that admits fault by or imposes non-monetary obligations on the indemnified Party without prior written consent, not to be unreasonably withheld.

13. Limitation of Liability

13.1 Excluded Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES; LOSS OF PROFITS, REVENUE, GOODWILL, OR BUSINESS OPPORTUNITY; OR LOSS OR CORRUPTION OF DATA, EVEN IF ADVISED OF THE POSSIBILITY.

13.2 General Cap. EXCEPT FOR EXCLUDED CLAIMS FOR BREACH OF CONFIDENTIALITY (SECTION 7) AND INDEMNIFICATION (SECTION 12), EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER FOR THE AFFECTED SERVICES DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

13.3 Excluded Claims. "Excluded Claims" means: (a) Customer's payment obligations; (b) Customer's breach of Section 2.2 or infringement or misappropriation of Minset's intellectual property rights; (c) either Party's fraud, gross negligence, or willful misconduct; and (d) liabilities that cannot be limited by law.

13.4 Allocation of Risk. The limitations in this Section apply regardless of the form of action and are an essential basis of the bargain between the Parties.

14. General Terms

14.1 Entire Agreement. The applicable Order, these Terms, and any incorporated Business Associate Agreement or exhibit constitute the entire agreement regarding their subject matter (the "Agreement") and supersede prior or contemporaneous agreements and communications on that subject matter. Purchase-order terms or other Customer forms do not modify the Agreement, even if accepted for administrative convenience.

14.2 Relationship to Other Agreements. If Customer and Minset have entered into a separate written master services agreement, license agreement, or other negotiated agreement that governs the applicable Services (a "Master Agreement"), the Master Agreement will govern and supersede these Terms with respect to those Services. These Terms govern only Services purchased under an Order that expressly incorporates these Terms and is not otherwise governed by a Master Agreement. No Order will be governed simultaneously by both a Master Agreement and these Terms unless the Order expressly states otherwise. In the event of a conflict between a Master Agreement and these Terms, the Master Agreement controls.

14.3 Updates to These Terms. Minset may update these Terms prospectively by posting a revised version. The version identified in an existing Order will continue to govern that Order through its then-current Order Term unless the Parties agree otherwise in writing. An updated version may apply to a renewal or new Order if the Order identifies the updated version or Customer otherwise affirmatively accepts it.

14.4 Assignment. Neither Party may assign the Agreement without the other Party's prior written consent which will not be unreasonably denied, except that either Party may assign it without consent to an affiliate or in connection with a merger, reorganization, sale of substantially all assets, or change of control, provided the assignee agrees in writing to be bound by the Agreement. Any other attempted assignment is void.

14.5 Notices. Legal notices must be in writing and delivered by personal delivery, nationally recognized overnight courier, certified mail, or email with confirmation of receipt to the addresses stated in the Order. Notices to Minset must also be sent to legal@minset.ai and MINSET LLC,1295 Beacon Street, Suite 328, Brookline, MA 02446. Operational notices may be sent electronically to the designated contacts.

14.6 Governing Law and Venue. The Agreement is governed by the laws of the State of Delaware, without regard to conflict-of-law principles. In the event of a dispute between Minset and Customer, the Parties will attempt to resolve the dispute with management representatives, and if the dispute is not resolved within thirty (30) days the Parties will proceed to resolve the dispute in an Arbitration under the American

Arbitration Association ("AAA") Commercial Rules before a single Arbitrator who has professional experience in Information Technology and AI. If the Parties cannot agree on an Arbitrator, then the AAA shall select the Arbitrator. The evidentiary hearing shall be held within ninety (90) days of the selection of the Arbitrator for no more than eight (8) hours in Charlotte, North Carolina, and discovery will be limited for each party to take no more than eight (8) hours of deposition testimony.

14.7 Publicity. Minset may identify Customer by name and logo as a customer in standard customer lists and marketing materials, subject to Customer's written brand guidelines. Customer may opt out by written notice. Neither Party may issue a press release naming the other without prior written consent.

14.8 Force Majeure. Neither Party is liable for delay or failure caused by events beyond its reasonable control, except Customer's payment obligations. The affected Party will use reasonable efforts to mitigate the impact.

14.9 Export and Government Use. Customer will comply with applicable export, sanctions, and trade laws. The Services are commercial computer software and commercial computer software documentation. Government use is subject to the rights and restrictions in the Agreement and applicable law.

14.10 Independent Contractors; No Third-Party Beneficiaries. The Parties are independent contractors. The Agreement does not create a partnership, joint venture, agency, fiduciary, franchise, or employment relationship. There are no third-party beneficiaries.

14.11 Waiver; Severability. A waiver must be in writing and is effective only for the specific instance. If a provision is unenforceable, it will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions remain in effect.

14.12 Counterparts and Electronic Acceptance. Orders may be executed in counterparts and by electronic signature or affirmative electronic acceptance, each of which is deemed an original and together constitute one instrument.