



eMDs Population Health Management Terms of Service

EFFECTIVE FOR ALL RPM ORDERS AS OF FEBRUARY 15, 2026

These terms of service ("TOS") further govern the access and use of the remote physiological services (the "Population Health Services"). Capitalized terms not otherwise defined in these TOS shall have the same meaning as the Agreement. By allowing patients to access or use the Population Health Services, Customer agrees to be bound by these TOS.

1. Scope of Service. eMDs, Inc. ("eMDs" or the "Company") shall deliver Population Health Service) to patients who have enrolled with Customer to receive these Services and who have given Customer written consent for eMDs, or a third party on eMDs behalf, to provide these Services.

2. Technology Environment. Customers, and Customer's patients, are responsible for obtaining and maintaining, at their own expense, all equipment needed to access the Platform (defined below), as applicable, including but not limited to internet access, networks, computers and any other hardware or software necessary to use the Platform. Notwithstanding any of the foregoing, eMDs will provide one cellular mobile device to Customer for each patient for use with the Population Health Services when applicable to patient's Services. eMDs will replace one mobile device per patient if the mobile device is lost or broken. Any further mobile devices must be provided by Customer or patient. eMDs is the owner of all mobile devices, whether an original or replacement. All devices will be returned to eMDs following termination of Services with eMDs providing return shipping labels. eMDs reserves the right to require return of the devices to eMDs should patient use the devices for a purpose other than those associated with the Services. eMDs has the right to monitor remotely Patient's use of the devices. eMDs is responsible for payment of the monthly charge for the mobile devices.

3. Fees. eMDs will send Customer a monthly invoice. Should any Services through a post payment audit be denied by a patient's insurance provider due to the fault of eMDs, eMDs will credit Customer the denied amount attributed to eMDs' fault up to the amount eMDs charged for the Services in the month following the notice, provided Customer gives eMDs notice of the denial within ninety (90) days.

4. Platform. As part of the Population Health Services, Customer will receive a temporary, revocable license to use the software platform integrated with eMDs for the duration of the Agreement, that enables the implementation of care pathways/workflows, documents the care services delivered to patients, provides access to a personal health record ("Platform").

a. eMDs shall use commercially reasonable efforts to make the Platform available twenty-four (24) hours a day, seven (7) days a week. For any Scheduled Downtime (all planned and scheduled maintenance performed during the applicable month to perform any necessary hardware, operating system, network, database, application software maintenance, repair, upgrades, and/or updates) this maintenance shall be scheduled to occur between 10:00 p.m. and 5:00 a.m. EST. For any unscheduled downtime, eMDs will notify Customers who have access to the Platform within thirty (30) minutes of any such downtime commencing (if advance

notification was not possible) and will provide updates every thirty (30) minutes while such downtime continues until such downtime is resolved. Emergency downtime may occur and/or be required, for which eMDs will use reasonable efforts to provide advance notice to the extent possible. If any unavailability is caused by circumstances beyond eMDs' reasonable control, including without limitation, force majeure events, or internet service provider failures or delays, eMDs will promptly notify Customer.

b. Customer acknowledges that eMDs does not control the transfer of data over telecommunications facilities, including the internet. eMDs does not warrant that it will be able to prevent third party disruptions of such services. The Platform may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. eMDs is not responsible for any delays, delivery failures, or other damage resulting from such problems beyond its reasonable control.

5. Support. eMDs will provide phone and email support for the Services and Platform Monday-Friday 8am - 8pm Eastern Time and will respond to all reported issues within twelve (12) hours of submission.

6. Acceptable Use. Customer agrees and acknowledges that eMDs does not monitor or police the content of communications transmitted by any patient. eMDs shall not be responsible for the content of any communications or data not sourced or transmitted by a eMDs employee or contractor. eMDs may suspend or terminate Customer's access to the Population Health Services or Platform without notice in the event that eMDs reasonably determines that such person has violated the terms and conditions specified in the Agreement or these TOS.

7. Record Keeping. eMDs will provide, for the duration of the agreement, in a format of its sole discretion, a log of all Population Health Services interactions between eMDs and the patient. eMDs will additionally provide a monthly report in a format of its sole discretion identifying the relevant current procedural terminology codes and minutes which can be used for billing an insurance carrier. Customer will remain solely responsible for billing of these services to the insurance carrier and patient. Customer is solely responsible for ensuring all documentation requirements established by insurance carriers such as minimum time thresholds and correct use of current procedural terminology codes are met.

8. Disclaimer and Limitation of Liability.

a. THE POPULATION HEALTH SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS; CUSTOMER AGREES THAT USE OF THE SERVICES IS AT CUSTOMER'S OWN RISK; AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EMDS AND ITS SUBCONTRACTORS EXPRESSLY DISCLAIM ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE POPULATION HEALTH SERVICES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR WARRANTIES ALLEGED TO ARISE AS A RESULT OF CUSTOM AND USAGE. EMDS DOES NOT WARRANT THAT THE POPULATION HEALTH SERVICES WILL YIELD ANY PARTICULAR BUSINESS OR FINANCIAL RESULT OR MEET A PARTICULAR NEED.

b. IN NO EVENT SHALL EMDS, ITS SUBCONTRACTORS, OR ANY PROVIDER OF THIRD PARTY ITEMS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES OF ANY KIND OR NATURE INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA, LOSS OF BUSINESS, WHETHER A CLAIM FOR ANY SUCH LIABILITY OR DAMAGES IS PREMISED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORIES OF LIABILITY, EVEN IF LICENSOR HAS BEEN

APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING.

c. THE USE OF THE POPULATION HEALTH SERVICES DOES NOT CREATE ANY PHYSICIAN-PATIENT RELATIONSHIP NOR ANY OTHER TYPE OF PRIVILEGED RELATIONSHIP BETWEEN COMPANY AND ANY END USER OR PATIENT. COMPANY DOES NOT REFER, ENDORSE, CONFIRM NOR RECOMMEND ANY SPECIFIC MEDICAL PRODUCT, PROCEDURE, OPINION OR ANY OTHER TYPE OF INFORMATION OR CONTENT THAT MAY BE INVOLVED IN APPLICATION OF THE POPULATION HEALTH SERVICES OR IN RELATION TO ANY PATIENT-SPECIFIC DOCUMENTATION. IN ADDITION TO THE DISCLAIMERS AND LIMITATIONS IN THE AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES COMPANY DOES NOT GUARANTEE THE ACCURACY OF OUTPUT PROVIDED THROUGH THE POPULATION HEALTH SERVICES AND ANY RELIANCE ON SUCH CONTENT IS STRICTLY AT CUSTOMER'S OWN RISK. CUSTOMER IS WHOLLY RESPONSIBLE FOR ALL MEDICAL DECISIONS AND ADVICE.

9. Information Management Tool. The Population Health Services are not intended to diagnose disease, prescribe treatment, or perform any other tasks that constitute or may constitute the practice of medicine or of other professional or academic disciplines. The Population Health Services are an information management tool only, which contemplates and requires the involvement of professional medical personnel and professional billers and coders. Information provided is not intended to be a substitute for the advice and professional judgment of a physician or other professional medical personnel or professional biller or coder, as applicable. Customer shall use its best clinical/professional judgment when acting upon information provided through the Population Health Services. Customer is solely responsible for ensuring that all records of medical care created or maintained in, or transacted through, the Population Health Services are accurate and complete, and that all billing information delivered by You to any insurance companies, governmental agency, or other payer is accurate and complete. Neither eMDs nor its subcontractors or licensors shall have any responsibility as a result of these TOS or this Agreement for decisions made or actions taken or not taken in rendering medical care or for information provided to insurance companies, governmental agencies, or other payers. For the avoidance of doubt, Customer is the licensed medical professional providing services and eMDs is merely providing a technology platform and operational assistance at the direction of and for the benefit of Customer's business needs. Any clinical engagement eMDs may have with patients is under the direction and oversight of Customer.

10. Rights of eMDs upon Termination. If the Agreement is terminated due to Customer's breach, eMDs will immediately have the right at its sole discretion to stop providing services to patients and to notify the patient of the end of services. eMDs will additionally have the right to ask patient for the return of their mobile device associated with the Services. Notwithstanding any of the foregoing, it shall be Customer's sole responsibility to notify patients of the Agreement's termination.

11. Miscellaneous. These TOS are governed by and will be construed in accordance with the laws of the State of Texas, exclusive of its rules governing choice of law and conflict of laws and any version of the Uniform Commercial Code. Failure to exercise or enforce any right under this TOS is not a waiver of such right.