



## CGM AMBI Service Schedule

### CONFIDENTIAL

1. **CGM AMBI Software and Services.** Pursuant to the terms of this Service Schedule, Company shall provide to Customer Company's CGM AMBI software, which provides Customer's physician or other applicable providers (each an "End User"), assistance from artificial intelligence ("AI") to capture details of a patient visit by recording the audio of the visit, and structuring notes based on that recorded audio into CGM APRIMA for review by the attending physician.
2. **Authorized End User Licenses.** Customer and its authorized End Users are granted access to CGM AMBI pursuant to the terms of the Agreement, including, but not limited to, this Service Schedule. CGM AMBI may be used only by the number of End Users/licenses designated in a sales order.
3. **Company Responsibilities.** Provided that Customer pays all Fees when due, Company shall provide Customer and End Users with access to CGM AMBI and provide standard maintenance for CGM AMBI. Company shall provide to Customer training materials consisting of videos and written materials for self-paced training, as part of the initial Fee, to End Users via Company's online learning management system and product documentation. Additional and on-site training can be purchased at an additional cost.
4. **Customer Responsibilities.**
  - a. *Appoint an Administrative Point of Contact.* Customer shall, prior to implementation/go-live, appoint an Administrative Point of Contact to coordinate the training of applicable End Users at initial go live, for communication prior to implementation and ongoing communication. Customer will notify Company of any change of the Administrative Point of Contact two (2) weeks prior to implementing change.
  - b. *Compliance with Laws.* Customer understands and agrees it is responsible for compliance with applicable federal, state and local laws, rules and regulations as it relates to its use of CGM AMBI and its provision of access to CGM AMBI to End Users, including, but not limited to, the Health Insurance Portability and Accountability Act ("HIPAA"). Customer shall not provide access to any End Users who reside outside of the United States and its territories. If Customer becomes aware of any allegation that CGM AMBI violates any privacy or security law or of any risk to the privacy and security of information available through CGM AMBI, Customer shall immediately notify Company. Customer shall cooperate with Company's reasonable requests related to the investigation of, response to, or mitigation of any risks associated with such notification.
  - c. *Unauthorized Use.* Customer shall promptly notify Company of any unauthorized use or infringement of CGM AMBI or any other Company's intellectual property by End Users or others, of which Customer becomes aware. Company shall have the right, at its expense, to bring an action on account of such unauthorized uses or infringements. Customer shall cooperate with Company in such action in such manner as Company may reasonably request, at Company's cost and expense.
  - d. *Responsibility of End Users.* Customer is responsible for all activity of any: (i) End User; (ii) any other employee or agent of Customer; (iii) an individual who is under Customer's supervision and/or control; and (iv) others accessing or using CGM AMBI through or on



- behalf of Customer. Customer is also responsible for: (i) identifying and purchasing licenses for individuals whom Customer determines should be End Users; (ii) assigning appropriate roles and access rights to such End Users; (iii) monitoring End Users' access to and use of CGM AMBI; (v) ensuring each End User's compliance with the Agreement; and (vi) notifying Company whenever an End User's employment, contract or affiliation with Customer is terminated or Customer otherwise desires to suspend or curtail an End User's access to and use of CGM AMBI.
- e. *Obligation to Obtain Consents.* Customer represents and warrants that, prior to use of CGM AMBI with patients/individuals, it will procure any required consent or permission for the collection, storage, sharing or use of personal data, including any consent required by applicable law relevant to Customer's practice and jurisdiction, to record communications and use AI technology with such individuals. Company shall have no responsibility nor liability for, and Customer shall indemnify Company for, any costs, damages, claims, penalties or fines resulting from Customer's: (1) failure to secure such consent(s); (2) Customer's failure to honor any request by an individual to not have communications recorded; or (3) Customer's use of CGM AMBI in violation of applicable laws or regulations.

#### **5. Storage of Data.**

- a. *Role of Parties.* The parties acknowledge that Company is a business associate of Customer, and that Company's provision of the services and processing of Customer's patients' information, is done under the Business Associate Agreement between Company and Customer.
- b. *Storage of Customer Content.* Company may establish general practices and limits concerning use of CGM AMBI, including the maximum period of time that data or other Customer Content will be retained by Company and the maximum storage space that will be provided by Company or its third-party service providers' servers on the Customer's behalf. You agree that Company has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded into CGM AMBI.

#### **6. Use of AI Technology.**

- a. In addition to the provisions section 11 of the General Terms and Conditions, Customer acknowledges and agrees that AI technology, machine learning and similar technologies that leverage large language models and prompts are evolving and (a) the output Customer receives while using CGM AMBI may not be accurate or reliable; and (b) any actions that are taken through the use of the AI technology (e.g., including an audio recording in a patient record in CGM APRIMA) are dependent on the applicable input.
- b. By using CGM AMBI, Customer acknowledges and accepts the following:
- i. AI technology may result in incorrect, unreliable, or offensive output that does not represent the views of Company;
  - ii. CGM AMBI is not a medical device and any output pertaining to medical, legal, financial, or other professional advice is for informational purposes only and is not a substitute for advice from a qualified professional; Customer is solely responsible for monitoring and approving any output from CGM AMBI; and
  - iii. Customer will use professional discretion before relying on, publishing, or otherwise using output from CGM AMBI.



- c. In addition, the use of CGM AMBI 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 nor recommend any specific product, procedure, opinion or any other type of information or content that is generated and/or that may appear in CGM AMBI that is reliant solely upon an audio recording of an interaction between a patient and End User. Customer is solely responsible for the inclusion of any CGM AMBI-generated content if such content is to be included in a patient record by an End User.
- d. **IN ADDITION TO THE DISCLAIMERS AND LIMITATIONS IN THE AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT CGM AMBI IS A TOOL THAT ALLOWS INDIVIDUALS AND HEALTHCARE PROVIDERS TO COMMUNICATE REGARDING CERTAIN HEALTH INFORMATION. CGM AMBI DOES NOT, AND IS NOT INTENDED TO, MAKE CLINICAL DECISIONS NOR SERVE AS A SUBSTITUTE FOR A HEALTHCARE PROVIDER'S EXERCISE OF PROFESSIONAL JUDGMENT REGARDING THE USE OF CONTENT CREATED THROUGH CGM AMBI. COMPANY DOES NOT GUARANTEE THE ACCURACY OF CONTENT PROVIDED THROUGH CGM AMBI AND ANY RELIANCE ON SUCH CONTENT IS STRICTLY AT CUSTOMER'S OWN RISK.**

#### 7. Miscellaneous.

- a. Company reserves the right, at its sole discretion, to change or modify portions of this Service Schedule at any time and provide Customer with thirty (30) days' written notice of any such amendment, by email, newsletter, or other reasonable method of notification. If Customer does not provide notice of an objection in writing during such thirty (30) day period, Customer shall be deemed to accept such amendment. If Customer objects during such period, the parties shall negotiate the requested amendment in good faith. If the parties cannot agree upon an amendment within thirty (30) days of being notified by Customer of its objection to the amendment set forth by Company, Company may at its sole discretion terminate this Service Schedule and the associated licenses and maintenance.
- b. All capitalized terms not defined herein shall have the meaning ascribed to them in the General Terms and Conditions Applicable to All Software and Services and/or the Business Associate Agreement, as applicable.
- c. This Service Schedule is incorporated by reference into the Agreement between Company and Customer and is subject to the terms of the Agreement, including, but not limited to, the limitations of liability and indemnification provisions in the Agreement. In the event of a conflict between the terms of this Service Schedule and the other clauses and schedules of the Agreement, the terms of this Service Schedule shall control.