

AMBIENCE HEALTHCARE END USER TERMS OF SERVICE

Last updated: February 26, 2023

IMPORTANT: PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE AMBIENCE PLATFORM.

These Terms of Service (the "Terms") are a legally binding contract between the user ("you") and Ambience Healthcare, Inc. ("Ambience," "we," or "us"). Ambience provides the Services (as defined below) to you subject to these Terms, which may be updated by Ambience from time to time without prior notice to you. You can review the most current version of the Terms at any time at https://ambiencehealthcare.com/terms_of_service. These Terms govern your use of the Services.

Your access and use of the Services is also governed by that certain Customer Agreement between Ambience and the Employer that has contracted for your access to and use of the Services (the "MSA"). To the extent that these Terms are in conflict or inconsistent with the MSA, the MSA shall take precedence unless otherwise stated to the contrary herein or in the MSA. Any capitalized terms not defined herein shall have the meaning set forth in the MSA.

BY ACCESSING AND USING THE SERVICES IN ANY WAY, YOU AGREE TO BE BOUND BY THESE TERMS, INCLUDING THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY, AND TERMINATION PROVISIONS BELOW. IF YOU DO NOT AGREE TO THE TERMS, DO NOT USE THE SERVICES OR THE AMBIENCE PLATFORM AND EXIT NOW.

1. DESCRIPTION OF THE SERVICES

Ambience provides a platform, including a browser extension, a website available at app.ambiencehealthcare.com and related mobile applications (collectively, the "Ambience Platform"), which makes available to Health Care Professionals various services, including transcription, summarization, scribing, document generation and other similar functions (the "Services"). For purposes of these Terms, "Health Care Professional" means a physician, nurse, nurse practitioner, or similar professional, or a student in medical training. The specific features of the Services that are available may change from time to time, and Ambience may choose to discontinue some or all of the Services, in its discretion.

You understand and agree that the Services may include certain communications from Ambience, such as service announcements and administrative messages. You consent to receive such communications from us electronically. Unless explicitly stated otherwise, any new features that augment or enhance the current Services, including the release of new Ambience features, shall be subject to these Terms.

The Services include or may include information, data, text, messages, software, audio, video, photographs, graphics, images, tags, and/or other materials ("Content"). You acknowledge and agree that the Content available through the Services may be obtained or derived from third-party sources (collectively, "Content Providers"), such as individuals or entities that have created and contributed such Content to the Ambience Platform. Content may also include materials that the institution or private company by whom you are employed or to whom you provide services ("Employer") decides to make available to you via the Ambience Platform. Your use of any Content, including, without limitation any medical information, is at your own risk, as described in more detail below.

Demo Version. You can request and may be invited to try a limited preview version of the Ambience Platform via our website at app.ambiencehealthcare.com/demo ("Demo Version"). You acknowledge that the Demo Version does not represent a final product from Ambience. The Demo Version is available to you "AS-IS", and Ambience disclaims any warranty or liability obligations to you of

any kind. You accept and acknowledge that the sole purpose with the Demo Version is for you to evaluate the potential usage of the Ambience Platform. Further, you accept and acknowledge that you will not use the Demo Version to record an actual medical encounter or include patient health information in the conversation.

2. CONDITIONS ON ACCESS TO THE SERVICES

Access to and use of the Services is limited to Health Care Professionals who are United States residents and at least 18 years of age. You must register to use the Services. To register, you must provide Ambience with your name, valid email and other information specified in the registration form ("Registration Data"). You must then watch the onboarding video, download the Ambience browser extension and change your pre-generated account password. By registering, and in consideration of the use of the Services, you represent and warrant that: (i) the Registration Data that you provide about yourself is true, accurate, current, and complete; (ii) you are a Health Care Professional; (iii) you are at least 18 years of age; and (iv) you will maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You authorize Ambience to confirm the truthfulness and accuracy of the Registration Data. If you provide any information that is untrue, inaccurate, not current or incomplete, or if Ambience has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Ambience has the right to suspend or terminate your account and refuse any and all current or future use of the Services.

You acknowledge and agree that your use of the Services is dependent upon access to telecommunications and Internet services. You further understand that your use of the Services may involve or require the transmission of significant amounts of data. You understand and agree that you are solely responsible for acquiring and maintaining all telecommunications and Internet services and other hardware and software required to access and use the Services, including, without limitation, any and all costs, fees, expenses and taxes of any kind related to the foregoing or that may otherwise arise from your use of the Services. Ambience shall not be responsible for any loss or corruption of data, lost communications, loss of functionality or any other loss or damage of any kind arising from any such telecommunications and Internet services.

Use of the Services is void where prohibited. By using the Ambience Platform, you represent and warrant that you have the right, authority, and capacity to agree to and abide by these Terms and that you are not prohibited by law from using the Services.

3. NOT MEDICAL ADVICE; DISCLAIMERS

Ambience does not provide medical advice and does not make diagnostic, treatment, or other clinical decisions or judgments. The Services and Content are not a substitute for the competent analysis and professional judgment of Health Care Professionals. The medical information that is provided to you through the Services is dependent upon the Content that you access and the information that you select and enter, as well the specifics of your situation. NEITHER AMBIENCE NOR ANY CONTENT PROVIDER WARRANTS OR GUARANTEES THAT THE MEDICAL INFORMATION OR ANY RESULTS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELEVANT, COMPLETE, OR UP TO DATE. YOU, AND NOT AMBIENCE, ARE SOLELY RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL MEDICAL INFORMATION, FOR MAKING DIAGNOSTIC AND CLINICAL DECISIONS, AND FOR COMPLYING WITH ALL LAWS, REGULATIONS, LICENSING REQUIREMENTS, AND THE APPLICABLE STANDARD OF CARE AND SCOPE OF PRACTICE IN DELIVERING HEALTH CARE SERVICES. AMBIENCE NOR ANY CONTENT PROVIDER IS RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS, OR ANY OTHER INFORMATION OR SERVICES THAT ANY PATIENT MAY OBTAIN OR RECEIVE. AMBIENCE IS NOT RESPONSIBLE OR LIABLE FOR ANY BILLING, CODING, OR CLAIMS ACTIVITIES CONDUCTED BY YOU.

By accessing the Services, you assume full responsibility for the use of any information obtained through the Services and agree that neither Ambience nor any of its licensors or Content Providers is

responsible or liable for any claim, loss, or damage arising from the use of the information. Your reliance upon the Content obtained or used by you through the Services is solely at your own risk. You also acknowledge that the output or information generated through the Services may be computer-generated and not human generated, and that such information may be inaccurate or incomplete.

4. AMBIENCE'S PROPRIETARY RIGHTS

The Content is protected by applicable intellectual property and other laws, including patent, trademark, and copyright laws. All Content and all intellectual property in the Content belongs to and is the property of Ambience or its licensors. Without limiting the preceding sentence, we own and retain all copyrights in the individual web pages, components of web pages, browser extensions and any collective works contained in the Ambience Platform. The Content may not be copied, reproduced, modified, published, uploaded, posted, transmitted, performed, or distributed in any way, and you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, or create derivative works based on the Content or the Services, in whole or in part, by any means, except as expressly authorized in writing by Ambience or the Content Provider, as applicable. Ambience and the Ambience logos are trademarks and the property of Ambience. The appearance, layout, color scheme, and design of the Ambience Platform are protected trade dress. All other names and trademarks are the property of their respective holders.

5. LIMITED USE LICENSE

Ambience grants you a non-transferable and non-exclusive right and license to access and use the Services solely for your professional use as authorized by your Employer, and subject to the condition that you do not (and do not allow any third party to) (a) copy, modify, create a derivative work from the Services or the Content, and (b) reverse engineer, reverse assemble or otherwise attempt to discover any source code. You agree not to modify the Services in any manner or form, nor to use modified versions of the Services or software, including (without limitation) for the purpose of obtaining unauthorized access to the Services. You agree not to access the Services by any means other than through the interface(s) provided by Ambience for use in accessing the Services. You agree that you shall not develop, sell, license, or distribute applications that launch, are launched from, or are otherwise integrated with the Services without the prior express written consent of Ambience. You agree that you will not rent, lease, loan, resell for profit, distribute, sublicense or use in a time-sharing arrangement the Services, in whole or in part. Any unauthorized use of the Content or any Services may violate patent, copyright, trademark, and other laws. You agree to cooperate with Ambience to prevent any unauthorized copying of the Services or Content.

6. TERMINATION

Your use of the Services is subject to and expressly conditioned on your compliance with these Terms. We may terminate and/or suspend your access to any portion of the Services upon notice to your Employer in the event that we reasonably determine that you have violated the Terms.

Upon termination, you shall immediately destroy any Content in your possession, if any, and cease use of the Services. Sections 3, 4, 6 and 8 through 22 shall survive termination of these Terms for any reason.

7. SECURITY

The Services are designed to require users to provide a valid, working e-mail address and password to access and use the Services. Upon registering, Ambience will pre-generate an account, and you will change your password after logging in; you may change this password from time to time. Certain other Content, features, or functionalities within the Services may require additional access codes. Your e-mail address and the password and codes assigned to you are defined, collectively, as your "Credentials."

You are solely responsible for (1) maintaining the strict confidentiality of your Credentials, (2) not allowing another person to use your Credentials to access the Services, (3) any and all damages or losses that may be incurred or suffered as a result of any activities that occur under your Credentials. You agree to immediately notify Ambience in writing of any unauthorized use of your Credentials or any other breach of security, and to ensure that you sign out from your account at the end of each session. Ambience is not and shall not be liable for any harm arising from or relating to the theft of your Credentials, your disclosure of your Credentials, or the use of your Credentials by another person or entity.

Any attempt to obtain unauthorized access or to exceed authorized access to the Services shall be considered a trespass and computer fraud and abuse, punishable under state and federal laws. Ambience hereby notifies you that any or all communications with the Services can and will be monitored, captured, recorded, and transmitted to the authorities as deemed necessary by Ambience in its sole discretion and without further notice.

8. USER-SUBMITTED CONTENT; FEEDBACK

The Services may permit you to post, contribute, or submit information and Content (including data, images, sounds, text, and other things embodied therein) or provide ideas, suggestions, and proposals (collectively, "Submissions").

Ambience and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Submissions or Content that is available via the Services. Without limiting the foregoing, Ambience and its designees shall have the right to remove any Content that violates these Terms or is otherwise objectionable, in Ambience's reasonable and sole discretion.

By making a Submission to the Services, you hereby grant to Ambience the right to collect, store, use, reproduce, distribute, modify, publish and prepare derivative works from the Submissions for purposes of providing the Services consistent with these Terms and applicable law.

You acknowledge and agree that Ambience may collect, analyze and use anonymized or aggregated data regarding the usage and performance of the Services, including data derived from Patient Information (defined below), and create aggregate data that is: (a) not identifiable to any person and, to the extent derived from Patient Information, complies with 45 C.F.R. § 164.514(b), and (b) is not distributed or otherwise conveyed in a context that identifies your identity ("De-identified Data"). Unless otherwise set forth in the MSA, Ambience may retain and use the De-identified Data without restriction for any purpose, including, but not limited to, operating, analyzing, improving or marketing the Services and any related products and services.

In the event you decide to provide any feedback, recommendations, comments, testimonials and/or suggestions with respect to the Services (collectively, "Feedback"), you hereby assign and agree to assign to Ambience all of your title, right and interest, including all associated intellectual property rights, in and to the Feedback, and agree that we are free to use it without any restriction or compensation to you. We will not publish your name or other identifying information in connection with any testimonial unless you have given us your prior approval. We may republish any publicly available review, comment, or testimonial about Ambience or the Services on the Ambience website or in other media.

9. PATIENT INFORMATION AND LEGAL COMPLIANCE

State and Federal laws, as well as ethical and licensure requirements of your profession may impose obligations with respect to patient confidentiality that may limit the ability of physicians, health care providers, and persons acting on their behalf, to make use of certain patient information ("Patient Information") and/or to transmit Patient Information to third parties.

You represent and warrant that you will, at all times, comply with all laws directly or indirectly applicable to you that may now or hereafter govern the gathering, use, transmission, processing, receipt, reporting, disclosure, maintenance, and storage of the Patient Information, and use your best efforts to cause all persons or entities under your direction or control to comply with such laws. You are at all times solely responsible for obtaining and maintaining all patient consents, if applicable, and all other legally necessary consents or permissions required or advisable to disclose, process, retrieve, transmit, and view the Patient Information that you transmit, store, or receive in connection with the Services and any third party site.

WE CANNOT AND DO NOT ASSUME ANY RESPONSIBILITY FOR YOUR USE OR MISUSE OF PATIENT INFORMATION OR OTHER INFORMATION TRANSMITTED, MONITORED, STORED OR RECEIVED WHILE USING THE SERVICES. SUBJECT TO APPLICABLE LAW, WE RESERVE THE RIGHT TO AMEND OR DELETE ANY CONTENT (ALONG WITH THE RIGHT TO REVOKE OR RESTRICT ACCESS TO THE SERVICES) THAT IN OUR SOLE DISCRETION VIOLATES THE ABOVE.

Your representations, warranties, and obligations in this section survive termination of these Terms.

10. USER CONDUCT

You agree that you shall not in connection with your use of the Services:

i. upload, post, email, transmit or otherwise make available any Submissions that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

ii. harm minors in any way;

iii. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;

iv. upload, post, email, transmit or otherwise make available any Submissions that you do not have a right to make available under any law or under contractual or fiduciary relationships;

v. upload, post, email, transmit or otherwise make available any Submissions that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;

vi. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that may be designated for such purpose;

vii. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

viii. interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services, including using any device, software or routine to bypass robot exclusion headers;

ix. violate any applicable local, state, national or international law or any regulations having the force of law;

xi. "stalk" or otherwise harass another;

xii. represent that the output from the Services are human-generated or were performed by a human;

You acknowledge, consent and agree that Ambience may access, preserve and disclose your Registration Data, Submissions, user profile, and other Content if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of Ambience, its users, and the public.

11. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED HEREIN, AMBIENCE DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. EACH PARTY WILL BE SOLELY AND INDIVIDUALLY RESPONSIBLE TO COMPLY WITH ALL LAWS AND REGULATIONS RELATING TO ITS RESPECTIVE BUSINESS OPERATIONS.

12. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES SHALL AMBIENCE, ITS LICENSORS OR CONTENT PROVIDERS BE LIABLE TO ANY USER ON ACCOUNT OF THAT USER'S USE OR MISUSE OR RELIANCE ON THE SERVICES. THIS LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES (EVEN IF AMBIENCE, ITS LICENSORS OR CONTENT PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SERVICES, FROM INABILITY TO USE THE SERVICES, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SERVICES (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES).

UNDER NO CIRCUMSTANCES SHALL AMBIENCE, ITS LICENSORS OR CONTENT PROVIDERS BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES, OR CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET FAILURES, EQUIPMENT FAILURES, OR ACTS OF GOD.

IF, NOTWITHSTANDING THESE LIMITATIONS OF LIABILITY, AMBIENCE IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE LIABLE TO YOU IN ANY WAY, IN NO EVENT SHALL AMBIENCE'S LIABILITY EXCEED THE FEES YOUR EMPLOYER HAS PAID TO AMBIENCE DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING YOUR CLAIM. YOU AND AMBIENCE AGREE THAT THE FOREGOING LIMITATION OF LIABILITY IS AN AGREED ALLOCATION OF RISK BETWEEN YOU AND AMBIENCE. YOU ACKNOWLEDGE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, AMBIENCE WOULD NOT PROVIDE THE SERVICES TO YOU.

In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, the foregoing limitation may not apply to you.

13. INDEMNITY

You agree to defend, indemnify and hold Ambience and its respective directors, officers, employees, stockholders and agents harmless against any losses, expenses, costs or damages (including Ambience's reasonable attorneys' fees, expert fees' and other reasonable costs of litigation) in connection with, arising out of, resulting from or caused by (1) your provision of medical care or medical services to patients, (2) your material breach of these Terms, (3) your unauthorized or unlawful use of the Services or the Content, and (4) the unauthorized or unlawful use of the Services by any other person

using your Credentials.

14. COOPERATION WITH GOVERNMENT AUTHORITIES

Ambience will cooperate with local, state, federal, international and/or worldwide government authorities to protect the Services, visitors, customers, Ambience, its parents, subsidiaries, affiliates and their respective members, directors, officers, employees, stockholders and agents and operational providers, when Ambience determines, in its discretion, that such cooperation is appropriate to prevent or remedy unauthorized use of the Services.

15. LINKS TO OTHER MATERIALS

The Services may include links to third-party sites. The linked sites are not necessarily under the control of Ambience and Ambience is not responsible for nor does it certify the content of any linked site or any link contained in a non-affiliated linked site. Ambience reserves the right to terminate any link or linking program at any time. The selection or omission of links is not intended to endorse any particular companies or products. If you decide to access any of the third-party sites linked through the Services, you do so entirely at your own risk. Ambience shall have the right to disable or remove any link that violates any rights of Ambience or causes interruption or deterioration of the Services.

16. APPLICABLE LAWS

Ambience makes no representation that the Services or Content are appropriate or available for use in any particular jurisdiction, and access to them from jurisdictions where their content is illegal is prohibited. Those who choose to access the Services from other locations do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the Services or any Content in violation of United States export laws or regulations. Any claim relating to the Services or these Terms shall be governed by the internal substantive laws of the State of California.

17. ENTIRE AGREEMENT

These Terms contain the entire agreement between you and Ambience relating to the subject matter hereof, and supersede any other oral or written communications relating thereto. These Terms may not be amended or supplemented by (1) any e-mail message, purchase order, or similar communication originated by you relating to the subject matter hereof, or (2) statements of any of Ambience's employees. You can review the most current version of the Terms at any time at <https://ambiencehealthcare.com/terms-of-use>. If we make material changes to these Terms, we will notify you of such changes by posting them on the Ambience Platform or by sending you an email or other notification, and we will indicate when such changes will become effective. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised Terms.

18. ASSIGNMENT

You may not assign your rights under these Terms without Ambience's prior written permission. Any attempt to assign your rights under these Terms without Ambience's permission shall be void.

You agree that your account is non-transferable and any rights to your username, password, or contents of your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

19. WAIVER OF BREACH

Any failure to enforce any term or provision of these Terms shall not be deemed a waiver of that or any other breach of that or any other term or provision. In addition, any failure to enforce any term or provision of these Terms shall not constitute a waiver of a future breach of that or any other term or

provision of these Terms.

20. NOTICE

Ambience may deliver notice to you by means of electronic mail to the e-mail address on record in Ambience's account information, or by a general notice on the Ambience Platform, or by written communication delivered by first class U.S. mail to your address on record in Ambience's account information. You may give notice to Ambience at any time via electronic mail to notice@ambiencehealthcare.com or by letter delivered by first class postage prepaid U.S. mail or overnight courier to the following address:

229 Castenada Ave
San Francisco CA, 94116

21. HEADINGS

The headings contained in these Terms are for reference purposes only and shall not affect in any way the meaning or interpretation of these Terms.

22. INVALIDITY

If any provision of these Terms shall be held, be deemed, or shall in fact be, invalid, inoperative or unenforceable as applied to any particular case or circumstance because of the conflicts of any provision with any law, regulation, ordinance or for any other reason, the provision or provisions in question shall not be invalid, inoperative or unenforceable in any other case or circumstance, nor shall any other provision or provisions herein contained thereby be or become invalid, inoperative or unenforceable and such provision shall be reformed so that it would be valid, operative and enforceable to the maximum extent permitted in such circumstances.