

MOODPRINTS LLC

Platform Services Agreement

Version 1.0

Last Updated: July 22, 2025

This Platform Services Agreement (“**Agreement**”) is a binding contract between MoodPrints LLC, an Oregon benefit company (“**MoodPrints**,” “**we**,” “**our**,” or “**us**”), and the licensed mental-health professional or entity that electronically executes the MoodPrints Unified Signature Page (“**Clinician**,” “**you**,” or “**your**”). By affixing your electronic mark on that Signature Page you (a) accept and agree to all documents listed thereon, including this Agreement, the Business-Associate Agreement, and any “**HIPAA-Binding Documents**” incorporated by reference, and (b) represent that you hold an active professional license in every jurisdiction where you practice and are authorized to bind any practice entity you enroll. This Agreement becomes effective on the date you execute the Signature Page (the “**Effective Date**”). The parties agree as follows:

1. SERVICES

1.1 Platform Overview. MoodPrints operates a proprietary, HIPAA-compliant software-as-a-service platform (the “**Platform**”) designed to assist licensed mental-health professionals (“**Clinicians**”) in monitoring, analysing, and communicating with their clients (“**Clients**”). MoodPrints itself does not provide medical or counselling services and assumes no clinical duty of care; all professional judgment and treatment decisions remain the sole responsibility of the Clinician. Subject to the Plan Limits stated in the plan tier you selected in the checkout process, the Platform presently offers the following modules and features:

- **(a) Mood Tracking.** Daily self-reports of mood, stress, irritability, sleep, plus optional biometric imports and phone-usage metrics.
- **(b) Pattern Discovery.** Automated analytics that surface statistically significant trends, triggers, and cyclical mood patterns for Clinician review.
- **(c) Mood Prediction Engine.** A neural-network model that forecasts future moods using the Client’s longitudinal data together with anonymised population data. Each prediction is accompanied by a confidence score to guide professional interpretation. Predictions are advisory only and may not be used as a sole basis for diagnosis or emergency intervention.
- **(d) Client Recommendations.** A recommendation engine that compares a Client’s historical data with aggregated outcomes and offers personalized, evidence-based suggestions delivered through a dedicated in-app page.
- **(e) Secure Messaging.** End-to-end-encrypted text and attachment exchange between Clinician and Client; no voice or video storage.
- **(f) Export Tools.** One-click PDF or JSON exports of Client mood logs and prediction summaries for electronic-health-record (EHR) download.

- **(g) Clinician Dashboard.** Legal Verifications, Client Roster, Chat Dashboard, Billing Dashboard, Profile Dashboard.
- **(h) Client Dashboard.** Legal Verifications, Mood History, Mood Entries, Chat Dashboard, Profile Dashboard.

1.2 Free Trial. Each new Clinician receives a complimentary licence for the first thirty (30) consecutive calendar days. Plan fees begin on day 31 unless you cancel through the in-app billing screen or by email to support@moodprints.app before the trial ends.

1.3 Licence Verification. MoodPrints will verify Clinician's active licence status through automated NPI and state-board look-ups and may suspend access if verification cannot be confirmed.

1.4 Updates and New Features. MoodPrints may enhance or modify the Services; material reductions in functionality will be announced at least thirty (30) days in advance.

1.5 No Public API. MoodPrints does not grant Clinicians programmatic API access to the Platform. Any future API will require a written amendment.

References in this Agreement to the “**Services**” include the Platform, all features enumerated above, any successor or replacement functionality that MoodPrints makes generally available, all associated documentation, and the de-identified derivative analytics generated therefrom.

2. INTERPRETATION AND DEFINITIONS

For purposes of this Agreement: (a) “include,” “includes,” and “including” are deemed followed by “without limitation”; (b) “**Clinician Data**” means any information supplied by you or collected on your behalf through the Services, including Personal Data; (c) “**Personal Data**” means any data that identifies, relates to, or could reasonably be linked to a specific individual and is protected under HIPAA, state privacy law, or other applicable law; (d) “**MoodPrints Data**” means any data sets, derivative works, or machine-learning outputs generated by MoodPrints from the aggregation or de-identification of Clinician Data or other sources, excluding Clinician Data in identifiable form; (e) “**Documentation**” means user guides, onboarding videos, and other written materials we supply; (f) “**Plan Limits**” means the maximum number of Clients allowed for the applicable subscription tier (Basic = 1, Standard = 4, Business = 10, Enterprise = 25); (g) “**HIPAA**” means the Health Insurance Portability and Accountability Act of 1996, its implementing regulations, and related guidance; (h) “**Services**” means the Platform, all features listed in Section 1.1, any successor functionality MoodPrints makes generally available, all associated documentation, and the de-identified derivative analytics generated therefrom; and (i) “**Effective Date**” means the date on which the Clinician electronically executes the Signature Page of the MoodPrints Unified Agreement.

This Agreement shall be interpreted fairly in accordance with its terms, without strict construction against either party.

3. LICENSE GRANT

3.1 Grant to Clinician. Subject to all terms of this Agreement, MoodPrints grants you a revocable, non-exclusive, non-transferable right during the Term to access and use the Services for your own clinical practice, up to the Plan Limits.

3.2 Restrictions. You shall not, and shall not permit any third party to: (i) reverse-engineer, decompile, or disassemble the Services; (ii) modify, adapt, or create derivative works of the Services; (iii) sell, sublicense, or lease the Services; (iv) use the Services for a service-bureau or outsourcing offering; (v) remove proprietary notices; (vi) publish performance benchmarks without our written consent; (vii) use the Services to create a competing product; or (viii) allow any person other than you and your enrolled Clients to access the Services.

3.3 Licence to MoodPrints. You grant MoodPrints a non-exclusive, worldwide licence, during the Term, to use Clinician Data and your trade name, trademarks, and logos (“**Marks**”) solely to provide and support the Services and to create de-identified MoodPrints Data. MoodPrints will not use your Marks in public marketing without your written approval.

3.4 Reservation of Rights. Except for the rights expressly granted, each party retains all right, title, and interest in and to its respective intellectual property.

4. PASSWORDS, ACCOUNT SECURITY, AND PRIVACY

4.1 Clinician Responsibilities. You are solely responsible for (a) safeguarding all usernames, passwords, and multifactor-authentication tokens issued for your account, (b) ensuring that only duly-licensed personnel access the Clinician Dashboard, and (c) immediately notifying MoodPrints at support@moodprints.app and/or privacy@moodprints.app if you suspect unauthorised use or a security incident. MoodPrints is not liable for loss or damage arising from your failure to secure credentials.

4.2 MoodPrints Safeguards. MoodPrints will maintain administrative, technical, and physical safeguards consistent with NIST SP 800-53 (moderate baseline), including: (i) transport encryption via TLS 1.3 (or successor), (ii) AES-256 encryption of all stored Client and Clinician data, (iii) logically-isolated databases in AWS, MongoDB, and Google Cloud, (iv) multi-factor authentication for privileged workforce accounts, (v) quarterly penetration testing, (vi) immutable, tamper-evident audit logging retained for at least seven (7) years, and (vii) disaster-recovery measures achieving a Recovery-Point Objective of twenty-four (24) hours and a Recovery-Time Objective of forty-eight (48) hours.

4.3 Breach Notification. If MoodPrints determines that a breach of unsecured protected health information (“PHI”) has occurred, MoodPrints will (a) notify the affected Clinician (as Covered Entity) without unreasonable delay and in no event later than sixty (60) calendar days after discovery (b) cooperate in any required notifications to Clients and regulators, and (c) document the incident in accordance with 45 C.F.R. § 164.410.

4.4 Privacy Framework. Data processing under this Agreement is further governed by (i) the standalone MoodPrints Business-Associate Agreement (executed separately), (ii) the MoodPrints Privacy Policy, and (iii) the MoodPrints General Terms of Service, each of which is incorporated by reference. In the event of conflict, the document imposing the stricter privacy or security obligation controls.

4.5 Device and Network Requirements. Clinician must access the Services via devices running operating systems that are currently vendor-supported with security patches and must maintain network environments employing industry-standard firewalling and endpoint protection.

4.6 Limitation on MoodPrints Access. Only MoodPrints workforce members whose job duties require it, namely Data Managers and the Data Privacy Officer, may access identifiable PHI, and solely for system operations, troubleshooting, or as otherwise permitted by HIPAA. Support personnel do not have PHI access. All PHI-related inquiries should be directed to support@moodprints.app or privacy@moodprints.app.

4.7 Survival. Sections 4.1 through 4.7 survive any termination or expiration of this Agreement for so long as MoodPrints retains Clinician Data or PHI on behalf of Clinician.

5. INTELLECTUAL PROPERTY AND DATA RIGHTS

5.1 Ownership of Clinician Data. You retain all right, title, and interest in and to any information, records, or content you or your Clients submit to the Services (“**Clinician Data**”), including any PHI. Except as expressly provided in this Agreement, MoodPrints acquires no ownership in Clinician Data.

5.2 Licence to MoodPrints. You grant MoodPrints a non-exclusive, worldwide, royalty-free licence, during the Term, to host, process, transmit, display, and otherwise use Clinician Data and any feedback you or your Clients voluntarily provide, solely to (a) operate, maintain, and improve the Services; (b) generate de-identified, aggregated datasets, analytics, and models; and (c) perform internal research and development. Use of Clinician Data that constitutes PHI remains subject to – and may not exceed – the restrictions in the Business-Associate Agreement. All such de-identified and aggregated outputs (“**MoodPrints Data**”) are the exclusive property of MoodPrints and shall not be considered Clinician Data.

5.3 Platform IP. MoodPrints owns all intellectual-property rights in and to the Platform, the Services, the Documentation, and MoodPrints Data, including all enhancements, modifications, and derivative works. No rights are granted to you except as expressly stated.

5.4 Feedback. If you or any Client submit ideas, suggestions, or feedback regarding the Services, you grant MoodPrints a perpetual, irrevocable, royalty-free licence to use and exploit that feedback without restriction or obligation to you.

5.5 Marks. MoodPrints may display its own trademarks within the Services. No licence is granted to MoodPrints to display any Clinician or clinic logo, trade name, or trademark in or outside the Platform.

6. CLINICIAN OBLIGATIONS AND ACCEPTABLE USE

6.1 Professional Responsibility. You are solely responsible for (a) verifying and maintaining your professional licence, (b) exercising independent clinical judgment, and (c) complying with all laws and professional rules governing tele-mental-health practice.

6.2 Client Consents. At initial onboarding, each Client and each Clinician must execute a single electronic signature, captured directly inside the MoodPrints app and not through any third-party service, that simultaneously covers (i) this Agreement, and (ii) any additional consent or disclosure incorporated by reference (collectively, the “**HIPAA-Binding Documents**”) listed in the appendix. The signature is cryptographically hashed and time-stamped in the signer’s user record. No further signature is required unless the signer revokes consent in the app; if consent is later reinstated, the app will prompt for a new signature. Clinician remains responsible for retaining any supplemental documentation needed for the Clinician’s own electronic-health-record system. MoodPrints does not store or manage EHRs beyond the data contained within the Platform.

6.3 Device, Network, and Credential Security. You agree to access the Services only from devices and operating systems that receive current security patches from the vendor and to maintain a secure network environment, including up-to-date endpoint protection and firewalling. Clinicians must enable and continuously maintain multi-factor authentication (MFA) on their MoodPrints account and must store account passwords in a manner that is secure and inaccessible to any person other than the Clinician.

6.4 Screenshots Containing PHI. No screenshots, screen recordings, or comparable captures that display Client PHI may be created or retained, except when attaching the image to a MoodPrints support ticket for the sole purpose of troubleshooting. Any such image must be deleted immediately after the support matter is resolved.

6.5 Plan Limits. You shall not maintain more active Clients than the limit associated with your subscribed plan. The Platform will block the addition of new Clients until you upgrade or remove existing Clients to fall within the limit. Downgrades are permitted only when your active Client count is at or below the lower plan’s limit.

6.6 Prohibited Conduct. You shall not (a) use the Services for emergency monitoring or triage, (b) misrepresent licence status, (c) violate applicable law, or (d) engage in any conduct described in Section 3.2.

7. FEES, BILLING, AND PLAN LIMITS

7.1 Subscription Fees. Subscription fees are charged bi-weekly through the Apple App Store, Google Play Store, or other mobile-platform billing channel, according to the plan tier selected in the checkout process. Prices include any sales or use taxes that MoodPrints is required to collect; MoodPrints is responsible for remitting such taxes.

7.2 Free Trial. The first thirty (30) consecutive calendar days after initial sign-up are free. Fees begin automatically on day 31 unless you cancel before that date.

7.3 Payment Failure and Account Pause. If an automatic subscription payment fails, MoodPrints will send a delinquency notice to the email address on file. If payment remains outstanding five (5) days after the notice, the account will enter “Pause” status: a Clinicians’ Client(s) may continue to use the app, but if the five days elapse, all of the Clients’ privileges will be revoked until they assign themselves to a new, paying Clinician. MoodPrints will retain all paused data in encrypted storage for six (6) years for PHI and one (1) year for non-PHI data, unless otherwise required by law.

7.4 Plan Upgrades and Downgrades.

- (a) **Upgrade.** To exceed the Client limit you must upgrade to the next plan tier; the new fee takes effect immediately upon confirmation.
- (b) **Downgrade.** You may downgrade only when your active Client count is within the lower tier’s limit; the lower fee applies at the start of the next billing period.

7.5 No Refunds. All paid amounts are non-refundable except where required by law or expressly stated in this or other binding Agreements.

8. TERM AND TERMINATION

8.1 Term. This Agreement commences on the Effective Date and continues indefinitely while you maintain an active subscription.

8.2 Subscription Termination. You may cancel your subscription at any time through the in-app account settings or by emailing support@moodprints.app; cancellation is effective at the end of the current billing period.

8.3 Agreement Termination. MoodPrints may amend this Agreement or terminate a Clinician’s subscription for convenience by providing at least thirty (30) days’ written notice. If MoodPrints terminates for convenience, it will refund any prepaid fees covering the unused portion of the current billing period.

8.4 Termination for Cause. Either party may terminate immediately upon written notice if the other party materially breaches this Agreement and fails to cure within thirty (30) days of notice, or if the other party becomes insolvent or loses professional licence.

8.5 Effect of Termination. Upon termination or cancellation, (a) your access to the Services ceases, (b) MoodPrints will preserve Clinician Data in read-only form for six (6) years, then permanently delete or de-identify it unless otherwise required by law, and (c) all Sections or provisions that by their nature should survive, shall survive.

8.6 Governing Law and Venue. This Agreement is governed by the laws of the State of Oregon, without regard to conflicts-of-law rules. The state courts of Washington County, Oregon, and the United States

District Court for the District of Oregon shall have exclusive jurisdiction for any dispute arising out of or related to this Agreement, and each party waives any objection to venue in those courts.

9. CONFIDENTIALITY

9.1 Definition of Confidential Information. “**Confidential Information**” means any non-public information disclosed by either party that (a) is marked confidential, or (b) a reasonable person would understand to be confidential by its nature or the circumstances of disclosure, including PHI, business plans, financial data, product roadmaps, security documentation, audit results, and this Agreement’s terms.

9.2 Obligations. Each party shall (i) use Confidential Information solely to perform its obligations or exercise its rights under this Agreement; (ii) protect Confidential Information with at least the same degree of care it uses to protect its own confidential information of like importance (and no less than reasonable care); and (iii) limit access to its employees and service providers who have a need to know and who are bound by written confidentiality obligations no less protective than those herein.

9.3 Exclusions. Confidential Information does not include information that (a) is or becomes publicly available without breach; (b) was lawfully known by the receiving party prior to disclosure; (c) is independently developed without use of the disclosing party’s Confidential Information; or (d) is rightfully obtained from a third party without restriction.

9.4 Compelled Disclosure. A receiving party may disclose Confidential Information to the extent compelled by law or court order, provided it gives prompt notice (unless legally prohibited) and reasonable assistance to seek protective treatment.

9.5 Return or Destruction. Upon written request at any time during the six-year PHI retention period, or within one (1) year for non-PHI Clinician Data, MoodPrints will provide the Clinician with a machine-readable copy of all Clinician Data then stored and will thereafter delete or render inaccessible such data, except to the extent retention is required by law or Section 8.5. Any non-PHI Clinician Data not retrieved within one (1) year of request or termination will be deleted or de-identified, consistent with Section 7.3.

10. HIPAA AND DATA-SECURITY COMPLIANCE

10.1 Business-Associate Agreement. MoodPrints and Clinician shall comply with the separate HIPAA Business-Associate Agreement (“**BAA**”), incorporated herein by reference. If a conflict arises between this Agreement and the BAA, the BAA governs with respect to PHI.

10.2 Security Program. MoodPrints will maintain an information-security program that (i) complies with HIPAA Security Rule standards, (ii) implements the safeguards listed in Section 4.2, and (iii) is reviewed bi-annually by the Data Privacy Officer or another independent security professional.

10.3 Annual Audit Report. Every twelve (12) months, MoodPrints will publish, at <https://moodprints.app/audits>, an executive-summary report of its most recent HIPAA security and privacy (external) assessment. The full internal assessment and work papers are proprietary, not provided to Clinicians, and conducted every six (6) months.

10.4 Right to Copies. Clinician may, through the in-app export tool or written request, obtain a copy of Clinician Data at any time while this Agreement is in force and for six (6) years thereafter for PHI, or one (1) year for other Confidential Information.

10.5 Downtime Credit. If the Services' monthly availability falls below 99%, MoodPrints will issue a service credit equal to 5% of that month's subscription fee for each full one-hour increment of unscheduled downtime in excess of the 99% threshold, up to 100% of the month's fee. The credit will be applied against the next bi-weekly billing cycle and constitutes Clinician's sole remedy for availability shortfalls.

11. WARRANTIES AND DISCLAIMERS

11.1 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." MOODPRINTS DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. MOODPRINTS DOES NOT WARRANT THAT THE SERVICES WILL DIAGNOSE CONDITIONS, PREVENT SUICIDE, OR OTHERWISE SUBSTITUTE FOR PROFESSIONAL JUDGMENT.

11.2 Mutual Authority. Each party warrants that it has full power and authority to enter into and perform this Agreement.

11.3 Limited Performance Warranty. MoodPrints warrants that the Services will operate in material conformity with the Documentation and the uptime commitment in Section 10.5. Clinician's exclusive remedy for breach of this warranty is the downtime-credit mechanism described above.

12. INDEMNIFICATION

12.1 Clinician Indemnity. Clinician shall defend, indemnify, and hold harmless MoodPrints and its directors, officers, employees, and agents against any third-party claim to the extent arising from (a) Clinician's misuse of the Services, (b) Clinician's violation of law or professional standard, or (c) any allegation that Clinician Data infringes or misappropriates a third party's rights.

12.2 MoodPrints Indemnity. MoodPrints shall defend, indemnify, and hold harmless Clinician against any third-party claim alleging that the unmodified Services, when used in accordance with this Agreement, infringe U.S. intellectual-property rights or violate applicable privacy law. If the Services are

enjoined, MoodPrints may (i) procure continuing rights, (ii) replace or modify the Services so they become non-infringing, or (iii) terminate the affected Services and refund any unused prepaid fees.

12.3 Indemnity Procedure. The indemnified party must (a) give prompt written notice of the claim, (b) allow the indemnifying party sole control of the defence and settlement (no admission of liability without the indemnified party's consent, not to be unreasonably withheld), and (c) provide reasonable cooperation at the indemnifying party's expense. Failure to give prompt notice relieves the indemnifying party only to the extent materially prejudiced.

13. LIMITATIONS OF LIABILITY AND INSURANCE

13.1 Insurance. Throughout the Term, MoodPrints shall maintain cyber-liability insurance with aggregate limits of not less than two hundred fifty thousand U.S. dollars (US \$250,000). MoodPrints will provide a certificate of insurance to Clinician upon written request once per calendar year.

13.2 Direct-Damages Cap (Non-Cyber). Except for cyber-related claims addressed in Section 13.3, each party's total cumulative liability arising out of or related to this Agreement – whether in contract, tort, or otherwise – will not exceed the aggregate subscription fees actually paid by Clinician to MoodPrints during the twelve (12) months immediately preceding the first event giving rise to liability, or one-thousand U.S. dollars (US \$1,000), whichever is greater.

13.3 Cyber-Related Damages Cap. MoodPrints' aggregate liability for all cyber-security incidents (including any breach of PHI) and for its data-security indemnity obligations shall not exceed US \$250,000 in the aggregate, aligned with the insurance coverage maintained under Section 13.1.

13.4 Excluded Damages. Neither party shall be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, or for any lost profits or revenue, even if advised of the possibility of such damages.

13.5 Basis of the Bargain. The limitations in this Section 13 are fundamental elements of the bargain between the parties and apply even if any limited remedy fails of its essential purpose.

13.6 Jury-Trial Waiver. EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.

14. PUBLICITY & NON-SOLICITATION

14.1 External Marketing. MoodPrints will not use Clinician's name, trade name, or logo in press releases, case studies, or other public-facing marketing materials without Clinician's prior written consent.

14.2 In-App Identification. Clinician's name and professional title may appear within the Platform (e.g., Clinician profile page and new-Client invite screen). By enrolling, Clinician consents to this limited display, which does not disclose PHI and therefore does not violate HIPAA.

14.3 Non-Solicitation. No non-solicitation covenant is imposed on either party.

15. GOVERNING LAW, VENUE & DISPUTE RESOLUTION

15.1 Governing Law. This Agreement is governed by the laws of the State of Oregon, excluding conflict-of-laws rules.

15.2 Exclusive Venue. The state courts located in Washington County, Oregon, and the United States District Court for the District of Oregon have exclusive jurisdiction. Each party irrevocably submits to, and waives objection to, those venues.

15.3 Good-Faith Negotiation. Before filing suit, a party shall give written notice of the dispute and senior representatives of both parties will confer in good faith for at least thirty (30) days to resolve the matter.

15.4 Attorneys' Fees. The prevailing party in any action to enforce this Agreement is entitled to recover its reasonable attorneys' fees and costs.

15.5 Immediate Relief. Nothing in this Section prevents either party from seeking injunctive or other equitable relief to prevent imminent harm to its confidential information or intellectual property.

16. NOTICES

16.1 Written Notice. Except as otherwise specified, all notices under this Agreement must be in writing and delivered by (a) personal delivery, (b) nationally-recognized overnight courier, or (c) email as set forth below.

16.2 MoodPrints Addresses.

- (a) Operational or billing notices: support@moodprints.app,
- (b) Notices involving PHI or other Confidential Information: privacy@moodprints.app,
- (c) Employment-related notices: ethics@moodprints.app,
- (d) Physical address: 8775 NE Wilkins St, Apt 312, Hillsboro, OR 97006

16.3 Clinician Address. The email and physical addresses specified in your account profile.

16.4 Effectiveness. Notices are deemed received: on delivery if by hand; on the delivery date shown in courier records; or on the date the receiving mail server logs delivery of an email (absent bounce-back).

17. DATA PRIVACY OFFICER

MoodPrints' Data Privacy Officer is [NAME], reachable at privacy@moodprints.app and the mailing address in Section 16. MoodPrints will notify Clinician of any change in DPO within thirty (30) days.

18. MISCELLANEOUS

18.1 Force Majeure. Neither party is liable for delay or failure due to causes beyond its reasonable control, including acts of God, war, terrorism, labour disputes, or internet-service failures.

18.2 Assignment. Neither party may assign this Agreement without the other party's prior written consent, except to an affiliate or in connection with a merger, acquisition, or sale of substantially all assets provided the assignee is not, as reasonably determined by MoodPrints, a direct competitor of the non-assigning party. Any attempted assignment in violation of this Section is void.

18.3 Entire Agreement; Order of Precedence. This Agreement and the Business-Associate Agreement ("BAA") constitute the entire agreement between the parties for the subscription Services. The MoodPrints Terms of Service and Privacy Policy are separate agreements incorporated by reference. If a conflict arises: (i) the BAA governs for PHI; (ii) this Agreement governs for commercial terms; (iii) the Terms of Service and Privacy Policy govern, respectively, for end-user conduct and non-PHI privacy matters.

18.4 Amendment; Waiver. Any amendment must be in writing and signed (including electronic signature) by both parties. Waiver of a breach is not waiver of any other breach.

18.5 Severability. If any provision is held unenforceable, the remaining provisions remain in full force and are construed to effect the parties' intent.

18.6 Execution by Reference. This Agreement is incorporated into, and deemed executed concurrently with, the MoodPrints Unified Agreement. The electronic mark affixed on the "**Signature Page**" – the in-app page on which a signatory applies a single electronic signature to all listed documents and which the Platform records with secure hash, timestamp, user ID and IP address – constitutes each Party's signature to this Agreement for all purposes under the federal E-SIGN Act and applicable state e-signature laws. Electronic copies and counterparts are deemed originals.

EXHIBITS (Incorporated By Reference)

- **Exhibit A. Business-Associate Agreement**
- **Exhibit B. Privacy Policy**
- **Exhibit C. General Terms of Service**