**Artificial Intelligence Addendum**

This Artificial Intelligence Addendum (**“AI Addendum”**) forms part of the Master Services Agreement effective [DATE] (the **“Addendum Effective Date”**) (together with its statements of work, purchase orders, contracts, terms of service, and/or agreements), the **“Agreement”**), between Medical Informatics Engineering, Inc. d/b/a Enterprise Health on behalf of itself and its Affiliates (**“Supplier”**), and [CLIENT NAME] (**“Client”**). Capitalized terms used but not defined herein shall have the meaning given in the Agreement. Except as modified below, the terms of the Agreement shall remain in full force and effect.

In consideration of the mutual obligations set forth herein, the parties hereby agree that the terms and conditions set out below shall be added as an addendum to the Agreement. Except where context requires otherwise, references in this AI Addendum to the Agreement are to the Agreement as amended by, and including, this AI Addendum.

1. **Representations and Warranties; Client Responsibilities**.

By accessing or using the Services made available through the Enterprise Health Solution, Client agrees to only use the Services in the manner and for the purposes as set forth in this AI Addendum and the Agreement. The artificial intelligence or machine learning functionality available on the Services (the “AI Functionality”) is intended for use only by Client. By accessing or using the AI Functionality, Client agrees that the AI Functionality is: (1) intended for the purpose of supporting or providing recommendations to Client; (2) intended for the purpose of enabling the Client to independently review the basis for such recommendations that the AI Functionality presents. The Client shall not rely primarily on any of such recommendations from the AI Functionality to make a clinical diagnosis or treatment decision regarding an individual patient. Without limiting the foregoing, Client acknowledges and agrees that any examples of potential diagnoses or other output generated using the AI Functionality may be incorrect, harmful, or biased, and Client will not rely on or substitute such examples or output for Client’s own professional judgment or the professional judgment of Client’s medical and healthcare professionals. The Client shall not use the AI Functionality without the judgment of a qualified health care provider with the ability to take into account individual circumstances of each patient’s or employee’s case. The information contained in or provided by the AI Functionality is offered solely for Client’s consideration and is subject to Client’s verification. It is not to be taken as a warranty or representation by which Supplier assumes legal responsibility. Client expressly acknowledges and agrees that Supplier is not responsible for the results or outcomes of any decisions made based on Client’s use of the AI Functionality and that Client is solely responsible for all decisions made, advice given, actions taken, and failures to act based on their use of the AI Functionality.

1. **Practice of Medicine**

Client shall not use the AI Functionality or the outputs generated from the AI Functionality for the practice of medicine, including for the purposes of preventing, diagnosing, or treating a disease or condition; provided, however, that nothing in this AI Addendum shall preclude Client, in its sole discretion, from permitting a duly licensed and qualified professional, who: (a) is authorized to practice medicine in the relevant jurisdiction; and (b) has been trained and is otherwise qualified in such professional’s applicable scope of practice; to (c) use the AI Functionality in connection with the prevention, diagnostic, or treatment services as such professional sees fit, within the scope of such professional’s qualifications and job duties, subject to such professional’s sole discretion and judgment, and pursuant to such professional’s review and verification of all data, outputs, and information relied upon in providing such services. For purposes of this Section 2, the parties agree that Supplier has informed Client that the outputs generated by the AI Functionality is computer-generated and not human-generated, and may be inaccurate or incomplete.

1. **Billing, Coding, and Claims Restrictions**

Client shall not use the AI Functionality or the outputs generated from the AI Functionality for the purposes of coding medical claims or otherwise supporting medical billing, coding or claims generation; provided, however, that nothing in this AI Addendum shall preclude Client, in its sole discretion, from permitting a duly trained and qualified individual, who: (a) maintains such certifications as are available and required for individuals performing such activities; and (b) has been trained and is otherwise qualified in the provision of coding, claims, and billing activities; to (c) use the AI Functionality in connection with coding, claims, and billing activities or functions, subject to such individual’s professional discretion and judgment, within the scope of such professional’s qualifications and job duties, and pursuant to such individual’s review and verification of all data, outputs, and information relied upon in performing such activities. For purposes of this Section 3, the parties agree that Supplier has informed Client that the output generated by the AI Functionality is computer-generated and not human generated, and may be inaccurate or incomplete.

1. **Clinical Research Restrictions**

Client shall not use the AI Functionality or the outputs generated from the AI Functionality, for purposes relating to clinical research that is subject to 45 C.F.R. part 46 or 21 C.F.R. part 50 or is otherwise regulated by state or federal laws or regulations; provided, however, that nothing in this AI Addendum shall preclude Client, in its sole discretion, from permitting a duly trained and qualified individual, who: (a) has submitted a written study or plan to an institutional review board (“IRB”), as defined in 21 C.F.R. § 56.102, that describes the AI Functionality and its outputs, and explains how the AI Functionality and its outputs will be used and shared for research-related purposes; (b) has obtained written IRB approval stating that the AI Functionality and its outputs may be used and shared for such research purposes; (c) has obtained all approvals required by applicable laws or institutional policies and procedures to use the AI Functionality and its outputs for research activities, including obtaining any required authorizations and consents from patients or individuals; (d) has been trained and is otherwise qualified in the performance of clinical research; and (e) has agreed in writing to perform such research activities in compliance with all applicable state and federal regulations, including regulations codified at 45 C.F.R. parts 160 and 164, 45 C.F.R. part 46, 21 C.F.R. part 50, and 21 C.F.R. part 11, and any guidance issued by the U.S. Department of Health and Human Services, Office of Human Research Protections, and the U.S. Food and Drug Administration; to (f) use the AI Functionality in connection with research activities, or functions, subject to such trained and qualified individual’s discretion and judgment, within the scope of such individual’s qualifications and duties, and pursuant to such individual’s review and verification of all data and information relied upon in performing such activities. For purposes of this Section 4, the parties agree that Supplier has informed Client that the output generated by the AI Functionality is computer-generated and not human generated, and may be inaccurate or incomplete.

1. **Health Care Purposes**

To the extent that Client permits a duly trained and qualified individual to use the AI Functionality for any health care purposes, including in connection with the functions, activities, and services referenced in Sections 2, 3, and 4, the parties agree that Supplier has informed Client about the limitations associated with the data, outputs, and information generated by the AI Functionality, which shall include without limitation, notification that the outputs generated may be inaccurate or incomplete.

1. **Disclaimers; No Warranties**.

THE AI FUNCTIONALITY MADE AVAILABLE THROUGH THE SERVICES IS PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SUPPLIER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. SUPPLIER DOES NOT WARRANT THAT THE FEATURES AND FUNCTIONALITY OF THE AI FUNCTIONALITY WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE AI FUNCTIONALITY IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SUPPLIER DOES NOT REVIEW, MONITOR, EVALUATE, OR ANALYZE ANY INFORMATION GENERATED FROM THE AI FUNCTIONALITY FOR ANY MEDICAL PURPOSE. SUPPLIER DOES NOT ENGAGE IN THE PRACTICE OF MEDICINE OR PROVIDE ANY MEDICAL ADVICE. IT IS CLIENT’S RESPONSIBILITY TO PROVIDE MEDICAL ADVICE OR MAKE CLINICAL DECISIONS BASED ON OUTPUTS GENERATED BY THE AI FUNCTIONALITY. SUPPLIER IS NOT RESPONSIBLE OR LIABLE FOR: (A) ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS, OR ANY OTHER INFORMATION OR SERVICES THAT ANY PATIENT MAY OBTAIN OR RECEIVE; (B) ANY BILLING, CODING, OR CLAIMS ACTIVITIES CONDUCTED BY CLIENT OR ITS AUTHORIZED USERS; AND (C) THE ACCURACY, COMPLETENESS, OR SUITABILITY OF ANY DATA OR INFORMATION USED IN ANY CLINICAL RESEARCH ACTIVITIES CONDUCTED BY CLIENT OR ITS AUTHORIZED USERS.

1. **Indemnification; Hold Harmless**.

Client, by and on behalf of itself and its Affiliates, agrees to indemnify, defend, and hold harmless Supplier and its Affiliates and their respective officers, directors, employees, agents, successors, representatives, attorneys, and assigns, from any and all Losses and threatened Losses arising from, in connection with, or related to: (a) Client’s use of the AI Functionality, including without limitation any use of output generated from the AI Functionality; (b) any reliance by Client’s employees, agents, patients, medical professionals, and health care professionals on the AI Functionality; and, (c) Client’s or its authorized users violation of the terms of this AI Addendum.

[Signature Page Following]

**IN WITNESS WHEREOF**, Client and Supplier have executed this AI Addendum by their duly authorized representatives to be effective as of the Addendum Effective Date.

**“Supplier” “Client”**

**ENTERPRISE HEALTH** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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