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# SaaS Subscription Agreement

## and Terms of Service

This Agreement governs your use of the Vocalaiz AI clinical documentation platform.

Effective Date	Document Version	Jurisdiction
January 1, 2025	1.0	United States

### Important Notice — Please Read Carefully

By creating an account, subscribing to the Service, or by clicking "I Agree," you ("Subscriber" or "you") agree to be bound by this SaaS Subscription Agreement and Terms of Service ("Agreement"). If you are entering into this Agreement on behalf of a medical practice, clinic, or other organization, you represent that you have authority to bind that organization. If you do not agree to these terms, do not use the Service.

Vocalaiz, Inc. · [vocalaiz.ai](https://vocalaiz.ai) · [support@vocalaiz.ai](mailto:support@vocalaiz.ai)



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## DEFINITIONS

As used in this Agreement, the following terms have the meanings set forth below. Other capitalized terms are defined in context throughout this Agreement.

**"Agreement"**

means this SaaS Subscription Agreement and Terms of Service, including all exhibits, order forms, and policies incorporated by reference.

**"Authorized User"**

means any employee, contractor, nurse, physician, or staff member of Subscriber who is permitted by Subscriber to access and use the Service on Subscriber's behalf under this Agreement.

**"BAA"**

means Business Associate Agreement, as required under HIPAA, executed between Vocalaiz and Subscriber as a condition of processing Protected Health Information.

**"Confidential Information"**

means any non-public information disclosed by one party to the other that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure.

**"Documentation"**

means the user guides, help materials, and technical specifications made available by Vocalaiz at [vocalaiz.ai](https://vocalaiz.ai) or within the Service interface.

**"Effective Date"**

means the date on which Subscriber first accepts this Agreement by creating an account, subscribing, or clicking "I Agree."

**"HIPAA"**

means the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act, and all implementing regulations including the Privacy Rule (45 C.F.R. Parts 160 and 164) and the Security Rule.

**"PHI" or "Protected Health Information"**

has the meaning given to it under HIPAA and includes all individually identifiable health information that Subscriber or its Authorized Users submit to or through the Service.

**"PII" or "Personally Identifiable Information"**

means any information that identifies or could reasonably be used to identify a specific individual, including but not limited to name, address, date of birth, email address, and national identification numbers.

**"Service"**

means the Vocalaiz AI-powered clinical documentation platform, including the web application accessible at [app.vocalaiz.ai](https://app.vocalaiz.ai), mobile applications, APIs, and all associated features and functionality made available by Vocalaiz under this Agreement.



**"Subscriber Data"**

means all data, content, and information submitted by Subscriber or its Authorized Users to the Service, including but not limited to patient information, encounter recordings, transcripts, and clinical notes.

**"Subscription Fee"**

means the recurring fee payable by Subscriber for access to the Service, as set forth in the applicable Order Form or the pricing page at [vocalaiz.ai/pricing](https://vocalaiz.ai/pricing).

**"Subscription Plan"**

means the monthly or annual subscription tier selected by Subscriber, each of which provides access to the Service subject to the terms and usage limits applicable to that tier.

**"Vocalaiz"**

means Vocalaiz, Inc., a corporation organized under the laws of the United States, with its principal place of business at the address listed in Section 14.9.



### 2.1 Service Description

Vocalaiz provides an AI-powered clinical documentation platform that captures audio from patient encounters, transcribes recordings using automatic speech recognition, and generates structured clinical notes (SOAP format) using large language model technology. The Service is designed to assist licensed healthcare providers in creating clinical documentation and does not replace professional clinical judgment. Features include, but are not limited to:

- Real-time audio recording and transcription of clinical encounters
- AI-generated SOAP notes reviewed and signed by the attending provider
- Electronic delivery of signed notes to supported Electronic Medical Record (EMR) systems via HL7 FHIR
- Medical calculator library with over 40 validated clinical calculators
- Care team collaboration tools supporting multi-provider workflows
- Note template customization with AI-assisted template building
- Analytics and reporting dashboards for practice administrators

### 2.2 Subscription Plans

Vocalaiz offers the following Subscription Plans. Current pricing is available at [vocalaiz.ai/pricing](https://vocalaiz.ai/pricing).

Plan	Billing Cycle	Description	Discount
Monthly	Month-to-month	Billed each calendar month. No long-term commitment required. Cancel at any time effective at end of current billing cycle.	Standard rate
Annual	Prepaid yearly	Twelve months of Service paid in advance at the time of subscription. Provides 20% discount compared to the monthly plan.	Discounted rate

#### No Long-Term Commitment

Vocalaiz does not require a minimum contract duration. Monthly Subscribers may cancel at any time. Annual Subscribers prepay for twelve months at a discounted rate with no automatic renewal obligation unless Subscriber affirmatively elects to renew.

### 2.3 Access and Permitted Use

Subject to the terms of this Agreement and timely payment of applicable Subscription Fees, Vocalaiz grants Subscriber a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Service during the Subscription Term solely for Subscriber's internal clinical documentation purposes. This license permits Subscriber to:

- Allow Authorized Users to access the Service using unique login credentials
- Record, transcribe, and generate clinical notes for patient encounters
- Deliver signed notes to connected EMR systems
- Access and download Subscriber Data during the Subscription Term

### 2.4 Service Availability



Vocalaiz will use commercially reasonable efforts to make the Service available 99.5% of the time in any given calendar month, excluding Scheduled Maintenance. "Scheduled Maintenance" means planned downtime announced at least 24 hours in advance. Vocalaiz does not warrant that the Service will be uninterrupted or error-free. Subscriber acknowledges that access to the Service may be disrupted by circumstances outside Vocalaiz's reasonable control including internet outages and third-party service failures.



### 3.1 Subscription Plans and Pricing

Subscriber selects a Subscription Plan at the time of registration or through the account settings at [app.vocalaiz.ai](https://app.vocalaiz.ai). Subscription Fees are set forth on the [vocalaiz.ai/pricing](https://vocalaiz.ai/pricing) page and may vary based on the number of Authorized Users, features included, and billing cycle selected. By subscribing, Subscriber authorizes Vocalaiz to charge the Subscription Fee to the payment method on file.

### 3.2 Free Trial

Vocalaiz may, at its discretion, offer a free trial period. During the free trial, Subscriber has access to the Service at no charge. At the end of the free trial period, Subscriber's account will automatically convert to a paid subscription unless Subscriber cancels before the trial ends. Vocalaiz reserves the right to modify or discontinue the free trial offering at any time.

### 3.3 Billing and Payment

- **Monthly Plans:** Subscriber is billed at the start of each calendar month. The first charge occurs on the date of subscription activation. Subsequent charges occur on the same day of each following month.
- **Annual Plans:** Subscriber is charged the full annual Subscription Fee at the time of subscription activation. The annual fee is non-refundable except as expressly provided in this Agreement.
- **Payment Methods:** Vocalaiz accepts major credit cards and ACH transfers. All amounts are due in U.S. dollars.
- **Failed Payments:** If a payment fails, Vocalaiz will attempt to collect payment up to three times over a seven-day period. If payment is not collected, Vocalaiz may suspend access to the Service until payment is received. Subscriber will be notified of failed payment attempts by email.
- **Late Fees:** Overdue amounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law.

### 3.4 Taxes

Subscription Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Subscriber is responsible for paying all applicable taxes associated with its subscription, excluding taxes based on Vocalaiz's net income. Where Vocalaiz is required by law to collect taxes, Vocalaiz will add applicable taxes to the Subscription Fee and Subscriber authorizes Vocalaiz to charge those amounts.

### 3.5 Price Changes

Vocalaiz reserves the right to change Subscription Fees at any time. For Monthly Subscribers, price changes take effect at the start of the next billing period following at least 30 days' advance written notice. For Annual Subscribers, price changes take effect at the start of the next annual renewal period. Continued use of the Service after a price change takes effect constitutes Subscriber's acceptance of the new pricing.



#### 4.1 Term

This Agreement begins on the Effective Date and continues until terminated in accordance with this Article 4. The Subscription Term begins on the date Subscriber activates a paid subscription and continues for the period of the selected Subscription Plan (one month or one year). The Subscription Term automatically renews for successive periods of the same duration unless Subscriber cancels in accordance with Section 4.2 or Vocalaiz terminates in accordance with Section 4.3.

#### 4.2 Cancellation by Subscriber

Subscriber may cancel its subscription at any time through the account settings at [app.vocalaiz.ai](https://app.vocalaiz.ai) or by contacting [support@vocalaiz.ai](mailto:support@vocalaiz.ai). Cancellation is effective as follows:

- **Monthly Plans:** Cancellation takes effect at the end of the then-current monthly billing period. No further charges will be made after the period in which cancellation was submitted. No refund is provided for the remaining days of the current month.
- **Annual Plans:** Cancellation takes effect at the end of the then-current annual period. The prepaid annual fee is non-refundable. Access to the Service continues through the end of the paid period.

There is no penalty or early termination fee for cancellation on either plan. Vocalaiz does not require any minimum subscription period or notice period beyond what is stated above.

#### 4.3 Termination by Vocalaiz

Vocalaiz may terminate this Agreement or suspend Subscriber's access to the Service under the following circumstances:

- **For Cause:** Immediately upon written notice if Subscriber materially breaches this Agreement and fails to cure such breach within 15 days after receiving written notice specifying the breach.
- **Non-Payment:** If Subscriber's account remains delinquent for more than 15 days after written notice of non-payment.
- **Legal or Regulatory Requirement:** Immediately if required by applicable law, regulation, or order of a court or government agency.
- **Prohibited Conduct:** Immediately if Subscriber engages in any conduct that violates Section 8.2 (Prohibited Conduct) of this Agreement.
- **Convenience (Annual Plans):** Upon 60 days' written notice for any reason, in which case Vocalaiz will provide a pro-rated refund of prepaid but unused Subscription Fees for the remaining period.

#### 4.4 Effect of Termination

Upon termination or expiration of this Agreement: (a) all licenses granted under this Agreement immediately terminate; (b) Subscriber must cease all use of the Service; (c) each party will promptly return or destroy the other party's Confidential Information; and (d) all provisions of this Agreement that by their nature should survive termination will survive, including Articles 5, 6, 7, 9, 10, 11, 12, 13, and 14.

#### 4.5 Data Retrieval After Termination



Following termination, Subscriber may request an export of its Subscriber Data within 30 days of the termination date by contacting [support@vocalaiz.ai](mailto:support@vocalaiz.ai). Vocalaiz will provide the data in a machine-readable format at no additional charge. After 30 days, Vocalaiz may delete Subscriber Data from its systems in accordance with its data retention policies, except as required to retain data under applicable law or the BAA.



### **HIPAA Compliance**

Vocalaiz processes Protected Health Information on behalf of Subscriber as a Business Associate under HIPAA. Execution of the Business Associate Agreement is required before PHI may be submitted to the Service.

## **5.1 Business Associate Agreement**

To the extent Subscriber's use of the Service involves the creation, receipt, maintenance, or transmission of PHI, the parties must execute a Business Associate Agreement ("BAA") that complies with the requirements of 45 C.F.R. § 164.504(e). The BAA is incorporated into and made a part of this Agreement. Subscriber agrees not to submit PHI to the Service until the BAA has been fully executed. A standard form BAA is available at [vocalaiz.ai/baa](https://vocalaiz.ai/baa) or upon request from [support@vocalaiz.ai](mailto:support@vocalaiz.ai). The terms of the BAA control in the event of any conflict with this Agreement with respect to PHI.

## **5.2 Subscriber Obligations**

Subscriber represents, warrants, and covenants that it will:

- Use the Service only in accordance with applicable HIPAA requirements and all other applicable federal and state privacy and security laws
- Obtain all required patient authorizations, consents, and notices required to record and process PHI through the Service, including any applicable state-specific requirements for recording conversations
- Implement reasonable administrative, physical, and technical safeguards to prevent unauthorized access to Authorized User credentials
- Promptly notify Vocalaiz upon discovering any actual or suspected unauthorized access to PHI originating from Subscriber's systems or Authorized User credentials
- Not submit PHI of any nature except through the authorized channels provided by the Service
- Ensure that only appropriately licensed clinical personnel use the AI-generated notes as part of the clinical documentation workflow and that a licensed provider reviews and signs every note before it is delivered to an EMR

## **5.3 Vocalaiz Security Obligations**

Vocalaiz will maintain a comprehensive information security program that includes the following safeguards:

- Encryption of PHI in transit using TLS 1.2 or higher and at rest using AES-256
- Access controls limiting PHI access to Vocalaiz personnel who require access to provide the Service
- Regular security assessments and penetration testing
- Audit logging of all access to PHI
- Employee training on HIPAA Privacy and Security Rules
- Vendor management procedures for subcontractors who access PHI

## **5.4 Breach Notification**

In the event of a Breach of Unsecured PHI as defined under HIPAA, Vocalaiz will notify Subscriber without unreasonable delay and in no event later than 60 days following discovery of the Breach, as required by 45 C.F.R. § 164.410. The notification will include, to the extent available: (a) a description of the Breach; (b) the types of PHI



involved; (c) steps Subscriber should take to protect itself; (d) steps Vocalaiz is taking to investigate, mitigate, and prevent future Breaches; and (e) contact information for Vocalaiz. Subscriber is solely responsible for notifying affected individuals and regulators as required by applicable law following receipt of notice from Vocalaiz.



## 6.1 Privacy Policy

Vocalaiz's collection, use, and disclosure of personal information is governed by its Privacy Policy, available at [vocalaiz.ai/privacy](https://vocalaiz.ai/privacy), which is incorporated into this Agreement by reference. In the event of a conflict between this Agreement and the Privacy Policy with respect to the handling of PII that is not PHI, the Privacy Policy controls.

## 6.2 Data Collection and Use

Vocalaiz collects and processes the following categories of personal information in connection with the Service:

- **Account Information:** Names, email addresses, professional credentials, and practice information of Authorized Users
- **Usage Data:** Log data, feature usage patterns, session durations, and other information about how Authorized Users interact with the Service
- **Subscriber Data:** All data submitted to the Service by Subscriber, including patient encounter recordings, transcripts, clinical notes, and associated metadata
- **Payment Information:** Billing name, address, and payment method details (credit card numbers are processed by our payment processor and not stored by Vocalaiz)

Vocalaiz uses personal information to: provide and improve the Service; process payments; communicate with Subscriber; ensure security and prevent fraud; comply with legal obligations; and, with appropriate anonymization, improve the AI models underlying the Service. Vocalaiz does not sell personal information to third parties.

## 6.3 Data Retention

Vocalaiz retains Subscriber Data for the duration of the Subscription Term plus the 30-day post-termination retrieval period described in Section 4.5. PHI retained under the BAA is subject to the retention requirements of the BAA and applicable HIPAA regulations, which may require retention beyond the Subscription Term. Audit logs are retained for a minimum of six years as required by HIPAA. Account information for billing and legal purposes may be retained for up to seven years following termination.

## 6.4 Data Subject Rights

Vocalaiz will assist Subscriber in fulfilling its obligations to respond to requests from patients or other individuals exercising rights under applicable privacy law (including the HIPAA right of access and state privacy law rights). Subscriber is the responsible party for responding to individuals whose PHI or PII appears in Subscriber Data. Vocalaiz will provide technical assistance to Subscriber at Subscriber's reasonable request to facilitate such responses.



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## SUBSCRIBER DATA

### 7.1 Ownership

As between Subscriber and Vocalaiz, Subscriber retains all right, title, and interest in and to Subscriber Data, including all PHI and PII contained therein. Vocalaiz acquires no ownership interest in Subscriber Data by virtue of this Agreement. Vocalaiz's use of Subscriber Data is limited to the purposes expressly described in this Agreement.

### 7.2 License to Vocalaiz

Subscriber grants Vocalaiz a limited, non-exclusive, worldwide license to access, store, process, and display Subscriber Data solely as necessary to: (a) provide the Service to Subscriber; (b) maintain and improve the Service; (c) comply with applicable law; and (d) fulfill Vocalaiz's obligations under the BAA. This license terminates upon deletion of Subscriber Data following the post-termination retrieval period.

### 7.3 Aggregate and De-identified Data

Notwithstanding any other provision of this Agreement, Vocalaiz may use aggregated, anonymized, and de-identified data derived from Subscriber Data for the purposes of improving the Service, developing new features, and conducting research, provided that such data cannot reasonably be used to identify Subscriber, any Authorized User, or any patient. Such de-identified data is not "Subscriber Data" and is not subject to any confidentiality obligations under this Agreement.

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## ACCEPTABLE USE

### 8.1 Permitted Use

The Service is intended solely for use by licensed healthcare providers and their authorized clinical and administrative staff in connection with legitimate clinical documentation activities in a healthcare setting. Subscriber agrees to use the Service only for lawful purposes and in compliance with all applicable federal, state, and local laws and regulations.

### 8.2 Prohibited Conduct

Subscriber agrees that neither Subscriber nor any Authorized User will:

- Use the Service to record patient encounters without obtaining all required consents under applicable federal and state law
- Submit false, fraudulent, or misleading information to the Service or use AI-generated notes without physician review and authorization
- Use the Service to create, transmit, or store any content that violates any applicable law or third-party rights
- Attempt to reverse engineer, decompile, disassemble, or derive source code from any component of the Service
- Share, resell, sublicense, or otherwise provide access to the Service to third parties not covered under Subscriber's subscription
- Use automated bots, scrapers, or other automated means to access or extract data from the Service



- Conduct security penetration testing, vulnerability scanning, or load testing of the Service without Vocalaiz's prior written consent
- Upload malicious code, viruses, or other harmful materials to the Service
- Use the Service in any manner that could damage, disable, or impair the Service or interfere with any other subscriber's use
- Circumvent, disable, or interfere with security features of the Service



ARTICLE  
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## INTELLECTUAL PROPERTY

### 9.1 Vocalaiz Ownership

Vocalaiz and its licensors own all right, title, and interest in and to the Service, including all software, algorithms, AI models, interfaces, documentation, trademarks, trade secrets, and all intellectual property rights therein. Nothing in this Agreement transfers any such rights to Subscriber. The Vocalaiz name, logo, and all product names are trademarks or registered trademarks of Vocalaiz. Subscriber may not use Vocalaiz trademarks without prior written consent.

### 9.2 Feedback

If Subscriber or any Authorized User provides Vocalaiz with suggestions, ideas, enhancement requests, recommendations, or other feedback regarding the Service ("Feedback"), Subscriber grants Vocalaiz a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate such Feedback into the Service and related products without any obligation of confidentiality or compensation to Subscriber.

### 9.3 Third-Party Components

The Service incorporates third-party software components, APIs, and services (including AI and speech recognition services from third-party providers) that are subject to their respective license terms. Vocalaiz will make information about material third-party components available upon request. Subscriber's use of the Service constitutes acceptance of all applicable third-party license terms.

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## CONFIDENTIALITY

### 10.1 Obligations

Each party ("Receiving Party") agrees that it will: (a) hold the other party's ("Disclosing Party") Confidential Information in strict confidence using at least the same degree of care it uses to protect its own confidential information, but no less than reasonable care; (b) not disclose Confidential Information to any third party except to its employees, contractors, and advisors who have a legitimate need to know and are bound by confidentiality obligations at least as protective as those in this Agreement; and (c) use Confidential Information only for purposes of performing its obligations or exercising its rights under this Agreement.

### 10.2 Exclusions

Confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was already known to the Receiving Party at the time of disclosure without restriction; (c) is rightfully received from a third party without restriction; (d) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (e) must be disclosed pursuant to applicable law, regulation, or court order, provided the Receiving Party gives the Disclosing Party reasonable prior notice to seek a protective order.



## WARRANTIES AND DISCLAIMERS

### 11.1 Vocalaiz Warranties

Vocalaiz represents and warrants to Subscriber that: (a) it has the authority to enter into this Agreement; (b) the Service will perform materially in accordance with the Documentation under normal use; (c) Vocalaiz will not knowingly introduce malicious code into the Service; and (d) Vocalaiz will comply with applicable law in its provision of the Service, including HIPAA as it relates to the BAA.

### 11.2 Disclaimer

#### Disclaimer of Warranties

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 11.1, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. VOCALAIZ EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. VOCALAIZ DOES NOT WARRANT THAT THE SERVICE WILL MEET SUBSCRIBER'S REQUIREMENTS, THAT OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

### 11.3 Clinical Responsibility

#### Important — Clinical Decision-Making Responsibility

THE SERVICE IS A DOCUMENTATION ASSISTANCE TOOL. AI-GENERATED CLINICAL NOTES ARE NOT A SUBSTITUTE FOR PROFESSIONAL CLINICAL JUDGMENT. SUBSCRIBER ACKNOWLEDGES THAT: (A) ALL CLINICAL NOTES GENERATED BY THE SERVICE MUST BE REVIEWED, EDITED AS NECESSARY, AND SIGNED BY A LICENSED HEALTHCARE PROVIDER BEFORE USE; (B) THE ATTENDING PROVIDER IS SOLELY RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF ALL CLINICAL DOCUMENTATION; AND (C) VOCALAIZ IS NOT RESPONSIBLE FOR ANY CLINICAL DECISIONS MADE IN RELIANCE ON AI-GENERATED CONTENT.



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## LIMITATION OF LIABILITY

### 12.1 Exclusion of Consequential Damages

#### Exclusion of Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SERVICE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE INCLUDING CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, AND ANY OTHER BASIS.

### 12.2 Liability Cap

Except for obligations arising under Article 5 (PHI and HIPAA Compliance), Article 13 (Indemnification), or claims arising from a party's gross negligence or willful misconduct, each party's total cumulative liability to the other arising out of or in connection with this Agreement will not exceed the greater of: (a) the total Subscription Fees paid or payable by Subscriber in the twelve-month period immediately preceding the event giving rise to the claim; or (b) one thousand U.S. dollars (\$1,000.00). Multiple claims will not expand this limitation.

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## INDEMNIFICATION

### 13.1 By Subscriber

Subscriber will defend, indemnify, and hold harmless Vocalaiz and its officers, directors, employees, agents, and successors from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Subscriber's or any Authorized User's use of the Service in violation of this Agreement; (b) Subscriber's breach of any representation, warranty, or obligation under this Agreement; (c) Subscriber's failure to comply with applicable law, including HIPAA; (d) any clinical decision made by Subscriber or its providers in connection with the Service; or (e) any dispute between Subscriber and a patient.

### 13.2 By Vocalaiz

Vocalaiz will defend, indemnify, and hold harmless Subscriber and its officers, directors, and employees from and against third-party claims alleging that the Service, as provided by Vocalaiz and used in accordance with this Agreement, infringes any U.S. patent, copyright, or trademark of a third party. Vocalaiz's indemnification obligation does not apply to claims arising from: (a) modifications to the Service made by Subscriber; (b) combination of the Service with products or services not provided by Vocalaiz; (c) Subscriber's use of the Service in violation of this Agreement; or (d) use of a version of the Service other than the most current version if the claim would have been avoided by use of the current version.



### **14.1 Governing Law and Dispute Resolution**

This Agreement is governed by the laws of the State of Delaware, without regard to its conflict of laws provisions. Any dispute arising out of or relating to this Agreement will be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, except that either party may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property or Confidential Information. The arbitration will be conducted in English and the arbitrator's award will be final and binding. EACH PARTY WAIVES ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

### **14.2 Modifications to this Agreement**

Vocalaiz reserves the right to modify this Agreement at any time. Material changes will be communicated to Subscriber by email or through an in-app notification at least 30 days before the changes take effect. Non-material changes (such as clarifications that do not affect Subscriber's rights) may be made without prior notice. Continued use of the Service after the effective date of any modification constitutes Subscriber's acceptance of the modified Agreement. If Subscriber objects to a material modification, Subscriber's sole remedy is to cancel its subscription before the modification takes effect.

### **14.3 Assignment**

Subscriber may not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of Vocalaiz, which will not be unreasonably withheld. Vocalaiz may assign this Agreement without consent in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets. Any purported assignment in violation of this section is void. This Agreement binds and inures to the benefit of each party's permitted successors and assigns.

### **14.4 Notices**

All notices under this Agreement must be in writing and delivered: (a) to Subscriber, by email to the address associated with Subscriber's account or by in-app notification; or (b) to Vocalaiz, by email to [legal@vocalaiz.ai](mailto:legal@vocalaiz.ai) or by certified mail to the address in Section 14.9. Notices are effective upon sending by email (with confirmation of delivery) or three business days after mailing.

### **14.5 Entire Agreement**

This Agreement, including the BAA and any Order Forms, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations, and understandings, whether written or oral, relating to its subject matter. No terms in any purchase order or other document issued by Subscriber will modify this Agreement unless expressly agreed to in writing by Vocalaiz.

### **14.6 Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, that provision will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will continue in full force and effect.



### 14.7 Waiver

No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. No waiver of any breach will be deemed a waiver of any subsequent breach. Waivers must be in writing and signed by an authorized representative of the waiving party to be effective.

### 14.8 Force Majeure

Neither party will be liable for any failure or delay in performance of its obligations under this Agreement to the extent such failure or delay is caused by circumstances beyond that party's reasonable control, including acts of God, natural disasters, pandemic, war, terrorism, government action, labor disputes, or failures of third-party infrastructure providers, provided that the affected party gives prompt written notice to the other party and uses commercially reasonable efforts to resume performance as soon as practicable.

### 14.9 Contact Information

Questions about this Agreement should be directed to:

<b>Vocalaiz, Inc.</b>	
Legal inquiries:	<a href="mailto:legal@vocalaiz.ai">legal@vocalaiz.ai</a>
Support:	<a href="mailto:support@vocalaiz.ai">support@vocalaiz.ai</a>
Website:	<a href="http://vocalaiz.ai">vocalaiz.ai</a>

## Acknowledgment and Acceptance

BY CREATING AN ACCOUNT, SUBSCRIBING TO THE SERVICE, OR CLICKING "I AGREE," SUBSCRIBER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS. IF SUBSCRIBER IS AN ORGANIZATION, THE INDIVIDUAL ACCEPTING THIS AGREEMENT REPRESENTS THAT THEY HAVE AUTHORITY TO BIND THE ORGANIZATION.

SUBSCRIBER	VOCALAIZ, INC.
<b>Organization / Practice Name:</b> <input type="text"/>	<b>Vocalaiz, Inc.</b> <input type="text"/>
<b>Authorized Representative Name:</b> <input type="text"/>	By accepting online or executing a written Order Form, Vocalaiz agrees to be bound by the terms of this Agreement.
<b>Title:</b> <input type="text"/>	<b>Authorized Signatory:</b> <input type="text"/>
<b>Signature:</b> <input type="text"/>	<b>Title:</b> <input type="text"/>
<b>Date:</b> <input type="text"/>	<b>Date:</b> <input type="text"/>



This document was prepared by Vocalaiz, Inc. for informational and contractual purposes. This is not legal advice. Subscriber is encouraged to consult independent legal counsel before executing this Agreement.