Builder Terms of Service

These Builder Terms of Service ("Builder Terms" or "Terms") govern your use of the Builder Services to develop Applications on the Zus Platform and to participate in the Zus Network. Please read these Builder Terms carefully because they are a binding agreement between you and Zus Health, Inc. ("Zus"). These Terms are effective on the date you click to accept them or log into or use the Builder Services ("Effective Date").

BY CLICKING OR CHECKING A BOX TO ACCEPT, OR BY LOGGING INTO OR USING THE BUILDER SERVICES, YOU AUTOMATICALLY AGREE TO THESE BUILDER TERMS, AS WELL AS ALL OTHER INCORPORATED TERMS AND POLICIES. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD NOT ACCEPT CLICK "I ACCEPT", CREATE AN ACCOUNT, OR USE THE BUILDER SERVICES.

In these Builder Terms, the terms "you", "your" or "Builder" refer to you. If you create an account in order to use the Builder Services on behalf of a legal entity, then you are agreeing to the Builder Terms for that entity and are representing to Zus that you have the authority to bind that organization to the Builder Terms. When this is the case, "you", "your" or "Builder" refers to that organization. The terms "we", "us", "our" and "Zus" refer to Zus Health, Inc., a Delaware corporation with its principal place of business located at 101 Walnut Street, Watertown, MA 02472. You and Zus may each be referred to in these terms as a "Party" or together as the "Parties".

Capitalized terms not otherwise defined have the meaning provided in Section D below ("Definitions").

    A. GENERAL TERMS

        1. **Introduction to Zus**.

            a. Using the Platform & Participating in the Network. The Zus Platform enables you to develop and provide Applications using the Builder Services and to interact and share data with other Participants in the Zus Network, including Patients, health care Providers, and Service Partners.

            b. Governance Principles. We have adopted the Governance Principles in this section to build and maintain trust in Zus and between Participants in the Zus Network, especially Patients and Users whose data is used by,

held in or disclosed through the Zus Platform. We use these principles when interpreting and applying Zus Platform Policies, these Builder Terms, and any other policies, terms or conditions which apply to the Builder Services and the Zus Platform. These principles apply to and should guide Zus, our Builders and all other Participants in the Zus Network (in other words, for these principles, "we" should be all of us).

    i. ***Transparency Principle***. We provide enough information about rules, actions and decisions that impact others so they are reasonably understandable and we make communications as clear and accessible as reasonably feasible.

    ii. ***Accountability Principle***. We take responsibility for our actions and their consequences and, when necessary, we make changes to fix problems or mistakes. We then take steps to avoid those problems or mistakes in the future, and report on our improvement efforts.

    iii. ***Reciprocity Principle***. We do not allow Participants who are takers-only. Rather, we are a community of Participants who follow a set of common, minimum requirements for participating, contributing and sharing in order to receive and benefit together through the Zus Platform.

    iv. ***Autonomy Principle***. We respect and prioritize the decisions and preferences of Patients. We also respect each other's need to protect proprietary rights and need for flexibility to innovate and operate in different ways.

c. <u>Scope of Terms</u>. The Builder Terms, which include the Zus Policies (see Section C(3) below) and other applicable terms such as the [Zus BAA](#) (see Section C(1) below), establish rules, conditions and requirements for your use of the Builder Services and also for how you interact with, share data with, access data from, and otherwise collaborate with others in the Zus Network.

d. <u>Changes to the Terms</u>. We may make changes to these Builder Terms from time to time. Unless we note otherwise, changes to these Terms become effective 30 days after they are posted on this Website. We may make changes effective immediately to comply with legal requirements or as necessary to support new functionality. In the case of changes to the Zus BAA, we may only make changes if permitted by HIPAA or Applicable Law, and they will only be effective 90 days after they are posted on our Website. If you do not accept the changes to the Builder Terms, you must stop using the Builder Services.

2. **Account Terms**.

   a. Registration. Only legal entities (not including sole proprietors) organized and located in the United States, including agencies or departments of local, state or the federal government, are eligible to apply for a Zus Builder Account and to use the Builder Services. To register for a Builder Account, you must provide certain information required during the account creation workflow, including the name and contact information for one or more representatives of your legal entity ("Representative").

   b. Account Verification.

      i. ***Verification Process***. You authorize us to retrieve information about you from our service providers and other third parties, including credit reporting agencies and information bureaus and you authorize and direct such third parties to compile and provide such information to us. You acknowledge that this may include your name, addresses, credit history, other data about you or your Representatives. You acknowledge that we may use your information to verify any other information you provide to use, and that any information we collect may affect our assessment of your overall risk to our business or compliance with these Builder Terms. You also acknowledge that in some cases such information may lead to suspension or termination of your Builder Account. We may periodically update this information as part of our Account Verification process. At any time during the term of these Builder Terms and your use of the Builder Services, we may require you to provide additional information or material for us to verify that you meet the requirements set forth in these Builder Terms. Your failure to provide this information or material may result in suspension or termination of your Builder Account.

      ii. ***Unverified Status***. Once you have submitted all required information to us as part of the registration process, your Builder Account will be available to you on an unverified basis only ("Unverified Status"), and we may terminate it any time for any reason. While you have an Unverified Status, you will only be able to use the Builder Services to access or use Patient Data that you upload to or share with the Zus Platform. You will not be able use the Builder Services to access Patient Data from a Services Partner or Network Partner, or to access the Common Patient Record in the Zus Platform.

   iii. ***Verified Status***. After we have reviewed and approved all required information, we will designate your account as verified ("Verified Status"). As soon as you have Verified Status you will be able to use the Builder Services to access Patient Data from a Services Partner or Network Partner, and to access the Common Patient Record in the Zus Platform.

 c. <u>Changes & Keeping Your Account Current</u>.   You agree to keep the information in your Builder Account current. You must promptly update your Builder Account with any changes, including information related to your Representatives, HIPAA Category, Affiliates, or any other relevant information. We may suspend your Builder Account or terminate these Builder Terms if you fail to keep this information current.

3. **Zus Delivery of Builder Services**.

 a. <u>Delivery of the Builder Services</u>. During the Term, we will provide the Builder Services to you in accordance with these Builder Terms, Zus Policies, any Documentation, and any mutually agreed upon terms set forth in an Order Form, and you may use the Builder Services and integrate them into your Application.

 b. <u>Builder Service SLA</u>. We will provide the Builder Services in accordance with Uptime Commitment and other service level agreements included in the [Builder Service SLA](#).

 c. <u>Patient Data, Privacy & Security</u>. You authorize us to use and disclose your Patient Data in order for us to provide the Builder Services to you. We will protect your Patient Data and provide the Builder Services and Zus Platform and manage the Zus Network in accordance with the provisions in Section 5 (Patient Data & Regulatory Requirements).

 d. <u>Support</u>. We will provide you with standard support services regarding your use of the Builder Services ("Standard Support") during normal business hours, Monday through Friday, and excluding major holidays. You can also access technical support services ("Technical Support") on a 24 hour per day, 7 day per week basis for technical errors with the Builder Services using the [Technical Support Form](#). You are responsible to support your Application and your Application End Users.

 e. <u>Launch Stages</u>. We will identify any release of Builder Services as one of the following:

   iv. ***Alpha***. Alpha products or features are ready for testing to verify and gather feedback from a limited set of customers,

but they are not necessarily feature-complete, and they may only be used in test environments.

     v.   ***Beta***. Beta releases are ready for broader customer testing and use and may be publicly announced.

     vi.   ***General Availability***. General Availability products and features are open to all Builders, are ready for production use and are publicly announced.

Alpha and Beta releases are considered "Pre-General Availability" releases. Pre-General Availability services may be unstable, change in backward-incompatible ways, and are not guaranteed to be released. The Service Level Agreement and Support obligations described in these Builder Terms only apply to Builder Services that we have identified as General Availability, unless we have otherwise agreed in writing.

f.   <u>Changes to the Builder Services</u>. We may make changes to the features and functionality of the Builder Services from time to time, although we will not materially decrease the overall functionality of the Builder Services. You are responsible for ensuring that each Application you build is compatible with then-current Builder Services.   While we will try to avoid making changes to the Builder Services that are not backwards-compatible, if this becomes necessary we will use reasonable efforts to let you know at least 60 days before we implement the changes.

4. **Using the Builder Services**

a.   <u>Conditions for Use of the Builder Services</u>. During the Term, you may use the Builder Services and integrate them into your Application only (i) for Patients with whom you have a Patient Relationship, (ii) for Authorized Activities, (ii) to access Patient Data when you meet the Permitted Access Requirements, (iv) for the benefit of Builder's internal and external business operations within Builder's network of clients, providers and Patients, and (v) and only in accordance with the [Documentation](#), Zus Policies and the requirements and conditions of Section 5 (Patient Data, Privacy & Security) and all other applicable provisions in these Builder Terms.

b.   <u>Your Application</u>. You are solely responsible for your delivery of your Application to your Application Users, and we will have no liability or responsibility to you or your Applications Users with respect to the delivery, performance, or availability of your Application, or whether it complies with Applicable Law. Your Application may not allow or enable your Application Users to use the Builder Services to access any Patient

Data for Patients for whom you or they do not have a Patient Relationship for one or more Authorized Activities.

c. <u>Your Users</u>.

    i. ***Identity and Access Controls***. You will verify the identity of your Builder Users and Application Users and ensure that only individuals who meet your requirements are able to access your Application and any Patient Data which may be in or accessible through the Zus Platform.

    ii. ***Your Builder Users***. You are responsible for ensuring that your Builder Users comply with all relevant provisions of these Builder Terms, including Zus Policies and Documentation when using the Builder Services.

    iii. ***Your Application Users***. You will require your Application Users to accept Your User Agreement, which will require your Application Users to only use the Application for Authorized Activities, as permitted by Applicable Law, and with acceptable use terms substantially consistent with the Zus [Acceptable Use Policy](). You will ensure that your Application Users comply with the terms of Your user Agreement and take appropriate enforcement action for any violations.

d. <u>Other Restrictions on Use</u>.

    i. ***APIs***. You may only use APIs specifically identified for Builder use in the Documentation ("Documented APIs") and you may not use or call any private, internal or other APIs to which you may have access through the Builder Services.

    ii. ***Harmful Material***. You agree that you will not upload, transmit or otherwise provide to or through the Builder Services any information, data, content or that violate the Acceptable Use Policy or which contain, transmit or activate any harmful, malicious or destructive code.

    iii. ***Marks & Labels***. You will not remove any copyright, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of the Builder Services or Documentation, including any screen displays or any other products or materials provided by Zus.

iv. ***Usage Limits***. You will only use the Builder Services in accordance with any usage limits included in the Documentation.   We reserve the right to limit or disable your use of the Builder Services to the extent necessary to protect system stability or security, in which case we will make reasonable efforts to contact you in advance of imposing any such limits.

e. <u>Use of the Developer Sandbox</u>.   You may use the Sandbox Environment for testing, demonstration or evaluation purposes, which are governed by separate [Developer Sandbox Terms of Service](#) ("Sandbox Terms"). These Builder Terms incorporate the Sandbox Terms and they will continue to be in effect during your use of the Builder Services during your subscription under these Builder Terms.   During any use of the Sandbox Environment, even when you are using Builder Services in production, you may only use Test Data in the Sandbox Environment as provided in the Sandbox Terms.

5. **Patient Data & Regulatory Requirements**

a. <u>Patient Data Governance</u>. As you use the Builder Services to contribute to and access the Common Patient Record in the Zus Platform and to interact with other Participants in the Zus Network, you agree to comply with the following requirements:

i. ***Authorized Activities***. You may only use the Builder Services and the Zus Platform for, and you may only deliver Applications using the Builder Services and Zus Platform that enable, the Authorized Activities (such as HIPAA Activities or Consumer Health Activities) as defined in the [Zus Privacy Policy](#) consistent with the HIPAA Minimum Necessary Standard.

ii. ***Permitted Access Requirements***. We will only allow you or others to access the Common Patient Record if you meet the applicable Permitted Access Requirements set forth in the [Zus Privacy Policy](#).

iii. ***Common Patient Data***. Consistent with the requirements of HIPAA, the Cures Rules and the Reciprocity Principle, Patient Data that meets the definition of a Designated Record Set must be accessible to other Builders using the Zus Platform or other Participants in the Zus Network. We will include any Patient Data that you, or any other Builder, upload to or share with the Builder Services that meets the definition of DRS Requirements set forth in the [Privacy Policy](#) in the Common

Patient Record.   If you meet the Permitted Access Requirements for a Patient, consistent with the Reciprocity Principle, you will be able to access that Patient's Common Patient Record and use or disclose Patient Data from the record for Authorized Activities as permitted by the [Privacy Policy](#). Through the Builder Services you and other Builders may include additional Patient Data beyond the minimum required by the [Privacy Policy](#) in the Common Patient Record. Neither you nor other Builders may impose any limitation or restriction on who may access the Common Patient Record or how Patient Data from the Common Patient Record may be used or accessed by a Zus Network Participant which we determine meets all requirements of Zus Policy and Applicable Law.

iv. ***Closed Patient Data***. As permitted by the requirements of HIPAA and other Applicable Law and consistent with the Autonomy Principle, your Patient Data that is not included in a Designated Record Set you may decide not to include in the Common Patient Record, and you may decide not to share or otherwise disclose such Patient Data through the Builder Services and the Zus Platform ("Closed Patient Data"). You may also decide to share Closed Patient Data directly on a limited or on a case-by-case basis through the Builder Services, consistent with the Privacy Policy.

v. ***Personally Identifiable Information***. If you are a Non-Covered Entity Builder, we will treat any Personally Identifiable Information that you upload to or share with the Builder Services for a Patient as Patient Data subject to these Builder Terms and all applicable Zus Policies.

b. Privacy.

i. ***Zus Privacy Policy***. You and Zus both agree to follow the [Zus Privacy Policy](#), as may be updated or revised from time to time.

ii. ***Zus Privacy Responsibilities***. We will comply with the privacy requirements set forth in the [Zus BAA](#) and provide the Builder Services in compliance with these Builder Terms and the provisions of Applicable Law, including without limitation, the HIPAA Privacy Rule, HIPAA Security Rule and Cures Rules, in all material respects.

iii. **Your Privacy Responsibilities**. You are responsible for your own compliance with any legal or regulatory requirements of Applicable Law, including ensuring that your uses and disclosures of Patient Data comply with federal and state privacy laws.   Although we provide certain features which enable you to provide notice to Patients or to obtain Patient authorization or consent in the Builder Services, you are solely responsible for the disclosure, transmission or receipt of any Patient Data which is contrary to or prohibited by any federal or state privacy law, or for determining or ensuring that any requirement for notice, authorization, consent, or permission which is required as a condition for a disclosure, use, transmission or receipt of Patient Data has been met.

You will create and maintain privacy policies and documentation that comply with Applicable Law in all material respects and adequately and accurately disclose how you collect, use, store and disclose Patient Data or other User Data ("Builder Privacy Documentation"). You will make your Builder Privacy Documentation easily accessible by Patients or Application Users, as applicable, and you will consistently apply and follow the Builder Privacy Documentation. Without limiting the foregoing, you agree that you will only use and disclose Patient Data for the purposes or activities you disclose in the Builder Privacy Documentation.

vi. **Special Consent Data**. You acknowledge that certain Patient Data (such as HIPAA Psychotherapy Notes, mental health information, substance use disorder information, HIV status) may be subject to certain additional or specific notice, consent or authorization requirements under Applicable Law ("Special Consent Data"). You may only use the Builder Services to upload or share Special Consent Data if you have satisfied any conditions or requirements applicable to such Special Consent Data.

vii. **Network Opt Out**. You and Zus both acknowledge and agree that, consistent with the Autonomy Principle and the requirements of Applicable Law, we will respect a Patient's decision to opt-out of data sharing through the Builder Services or the Zus Platform ("Network Opt Out") as detailed in the Privacy Policy. Provided that the Patient has not revoked consent to your use of his or her Patient Data, you may continue to use the Builder Services for Authorized

Activities, but without sharing of his or her Patient Data, as detailed in the Privacy Policy.

    c. <u>Security</u>.

        i. ***Builder Security Policy***. You and Zus each acknowledge that by using the Builder Services and the Zus Platform you participate in the Zus Network and that, as a result, you and Zus both have a shared responsibility to take action to promote the safe and secure operation of the Builder Services and Zus Platform, your Application and information systems, and any data transmitted between them. Accordingly, you and Zus each agree to follow the [Builder Security Policy](), as may be updated or revised from time to time.

        ii. ***Zus Security Responsibilities***. We will implement and maintain administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Patient Data as described in the [Builder Security Policy]() and as required by Applicable Law. We will also comply with the security requirements set forth in the Zus BAA.

        iii. ***Your Security Responsibilities***. You will implement and maintain administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Patient Data as described in the [Builder Security Policy]() and as required by Applicable Law. You may not, and you may not allow or enable any Builder User or Application User to, bypass or breach any security feature, device or protection used by the Builder Services or to access the Builder Services other than through your or their own then valid access credentials.

6. **Confidentiality**

    a. <u>General</u>. Each Party will only use the other Party's Confidential Information to exercise the receiving party's rights and fulfill its responsibilities under these Builder Terms, and will use reasonable care to protect against the disclosure of the disclosing Party's Confidential Information. The receiving Party may disclose Confidential Information only to its Affiliates, employees, agents, or professional advisors ("Delegates") who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential.   The receiving Party will ensure that its Delegates use the Confidential Information they receive only to exercise the rights and fulfill the responsibilities under these Builder Terms.

b. <u>Compelled Disclosures</u>. Notwithstanding any other provision of these Builder Terms, a receiving Party or its Affiliate may disclose Confidential Information to the extent compelled by court order, subpoena, warrant or other valid legal authority; provided that the receiving Party uses commercially reasonable efforts to promptly notify the other Party before any such disclosure (to the extent legally permitted).

c. <u>Publicity & Network Transparency</u>.   Consistent with the Reciprocity and Transparency Principles, you may state publicly that you are a Zus Builder and that you are using the Zus Platforms, Builder Services, or any Zus Products and Zus may identify you as a Participant in the Zus Network using the Builder Services and as a contributor to or the Common Patient Record.

7. **Intellectual Property**.

   a. <u>Subscription License.</u>

      i. ***Our License to You***. Zus gives you a non-exclusive, nontransferable, and non-sublicensable license to access and use the Builder Services in accordance with the Documentation and subject to the requirements and limitations set forth in these Builder Terms during the Term.

      ii. ***License Restrictions***. You may not rent, lease, lend, sell, redistribute or sublicense the Builder Services, in whole or in part, or enable others to do so. You may not use the Builder Services in any way inconsistent with Section 4 (Using the Builder Services) of these Builder Terms. You may not and you agree not to, or enable others to, copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, decrypt or create derivative works of the Builder Services, the Documentation or any part or component thereof.

   b. <u>Zus Ownership.</u>

      i. ***Zus IP***. As between you and Zus, we exclusively own and reserve all right, title, interest in and to the Builder Services, any Zus Products, the Zus Platform, the Documentation, System Data and our Confidential Information (together, the "Zus IP").

      ii. ***Feedback***. You may provide feedback, suggestions, recommendations, or feature or functionality requests to Zus

related to the Builder Services ("Feedback"). If you do provide any Feedback, then you agree that we may implement, use and incorporate into the Builder Services any Feedback without restriction or limitation, and without any obligation to you. You agree that we will have a perpetual, worldwide, irrevocable, fully paid up license to the Feedback.

c. Your Ownership.

  i. **Builder IP**. As between you and Zus, you exclusively own and reserve all right, title, interest in and to your Application, your Patient Data, Builder Data, Builder Content, Builder Documentation, and your Confidential Information (together, "Builder IP").

  ii. **Common Patient Data**. You acknowledge and agree that, with regard to any Patient Data that you upload to or share with the Builder Services that is included in the Common Patient Record ("Common Patient Data"), as between you and any other Builder ("Common Builder") with which you share a given Patient (a "Common Patient"), you and such Common Builder both have equal right, title, and interest in Patient Data for the Common Patient included in the Common Patient Record. Nothing included in this Section 7(c)(ii), or otherwise in these Builder Terms, requires you to share Patient Data that does not meet the DRS Requirements or provide any right, title or interest in any Patient Data you upload to or share with the Builder Services that are not Common Patient Data.

  iii. **Builder Content**. You agree not to load or incorporate into the Builder Services Builder Content from a third-party, whether clinical or otherwise, without permission to do so from the applicable third-party licensor, and you are responsible for obtaining any necessary permissions to do so.

d. Our use of Platform Data. We may make the following uses of data that we store, process, receive, or create through the Builder Services and the Zus Platform, including Patient Data, Builder Data, Transaction Data ("Platform Data"):

  i. *Patient Data*. "Patient Data" includes both Protected Health Information provided by or retrieved for a HIPAA Covered Entity Builder and Personally Identifiable Information for Patients provided by or retrieved for a Non-Covered Entity Builder using the Builder Services. We may only use Patient

Data as authorized under these Builder Terms and permitted by the Zus BAA and Applicable Law.   Nothing in these Builder Terms or the Zus BAA gives us the right to de-identify Patient Data for sale or license to third-parties.

ii. ***Builder Data***. "Builder Data" means proprietary or personal information identifying and pertaining to a Builder or a Builder Account, including data about Builder Users and Application End Users, your use or configuration of the Builder Services, or any data which embodies Builder IP, which we collect or create as we manage and administer the Builder Services and provide support to you. We may use Builder Data for purposes of providing the Builder Services or making the Zus Platform available to you, providing related support services, or for our proper management and administration as permitted by law. Our use of any PII for Builder Users is covered by and subject to the Zus Privacy Policy. Builder Data will not be included in a Common Patient Record.

iii. ***Transaction Data***.   "Transaction Data" means data about transactions conducted by, with or for you through the Builder Services, but does not include either Patient Data or Builder Data.   We may use and disclose Transaction Data to administer, facilitate or provide the Builder Services, or improve or provide additional Builder Services, except that we may not disclose to any third-party any Transaction Data that may identify you unless permitted by Section 6 (Confidentiality) of these Terms.

iv. ***System Data***.   "System Data" means data that we generate, create or derive from Patient Data, Builder Data, or Transaction Data that does not include any actual Patient Data or Builder Data or any other personally identifiable information.   System Data is Zus IP and is included in our Confidential Information. We may use, disclose, market, license, distribute, sell, receive remuneration for, create derivative works of System Data as permitted by Applicable Law.

e. <u>Trademarks</u>.   Except as expressly provided, these Terms do not give either you or Zus to use the other Party's trademarks, logos or service marks. If or when permitted, any use of or reference to either party's trademarks, logos or service marks may be done only in strict accordance with these Builder Terms.

8. **Payment Terms**.

   a. <u>Fees</u>. You agree to pay fees according to the applicable rates available at https://zushealth.com/pricing, unless otherwise set forth in the applicable Order Form ("Fees"). Unless otherwise specified, fees are based on Services purchased, and not on actual usage, and your payment obligations are non-cancelable, and fees paid are non-refundable. You agree that your purchases are not contingent on the delivery of any future features or functionality.

   b. <u>Billing</u>. At the end of each month, we will issue an electronic bill that identifies the Fees payable based on your use of the Builder Services that month ("Invoice"). Unless otherwise agreed in an Order Form, you will pay the Fees within 30 days of receipt of the Invoice. Unless we authorize otherwise, you will pay by credit card, debit card, or other approved electronic payment method. We will charge (and you will pay) all Fees that are due and payable on the Invoice.

   c. <u>Taxes</u>. You are responsible to pay for all taxes, customs, duties, fees and other charges imposed by any governmental authority ("Taxes"), including any value added tax, goods and services tax, sales tax, use or consumption tax, and/or withholding tax on the Builder Services. You are not responsible for any taxes based on our net income, net worth, asset value, property value or employment. If you are tax-exempt, you will provide us with the appropriate certificate or other evidence of tax exemption that is satisfactory to us. Zus will itemize any invoiced Taxes. If Taxes must be withheld from any payments you make to Zus, then you will increase the payments to Zus so that the net amount received by Zus is equal to the amount invoiced without reduction for any Taxes.

   d. <u>Payment Disputes</u>.   You must notify us with 30 days of receipt of the Invoice for any Fees that you wish to dispute.   You may withhold any disputed Fees until the dispute is resolved, so long as you act reasonably and in good faith and cooperate diligently with Zus to resolve the dispute. We will not charge you a late fee or suspend the provision of Builder Services to you for unpaid Fees that are in dispute, unless you fail to cooperate diligently with us or we determine your dispute is not reasonable or brought in good faith.

   e. <u>Late Payments</u>. Except in the case of a good faith dispute as described in Section 8(d), if you fail to pay the Fees when due, (i) we may assess and you will pay, a late fee of the lesser of 1.5% per month or the maximum amount allowable by Applicable Law, and (ii) suspend the Builder Services for all of your accounts until the Fees are paid in full.

9. **Term, Termination & Suspension**

a. <u>Term</u>. These Builder Terms, as revised or updated from time to time, are effective on the date they are accepted by you and will continue in effect until terminated in accordance with this Section 9 ("Term"). If you are a Covered Entity or Business Associate, the Zus BAA is effective at all times during the Term.

b. <u>Termination for Breach</u>. To the extent permitted by Applicable Law, either you or Zus may terminate these Builder Terms immediately on written notice if (i) the other Party is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice of the breach, or (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days.

c. <u>Termination for Inactivity</u>. Zus reserves the right to terminate the provision of Builder Services to you upon 30 days advance notice if, for a period of 60 days you have not accessed the Builder Services or had any activity in the Builder Services.

d. <u>Termination for Convenience</u>. You can stop using the Builder Services at any time. You may terminate these Builder Terms at your convenience at any time by sending us prior written notice and, upon termination, you must cease use of the Builder Services.   Zus may terminate these Builder Services for its convenience at any time with 30 days' prior written notice to you.

g. <u>Suspension of Services</u>. We may suspend our provision of the Builder Services to you immediately upon notice to you for cause if we in good faith determine: (i) that you have materially breached any provision of these Builder Terms or Zus Policies, (ii) there is an unusual and material increase in your use of the Builder Services and negatively impacts the operating capability of the Services; (iii) that our provision of Builder Services to you is prohibited by Applicable Law, (iv) there is any use by you or one of your Application End Users that threatens the security, integrity or availability of the Builder Services; or (v) that information you provided to use in the Account Verification process is materially inaccurate, misleading or incomplete. If we suspend the Builder Services pursuant to this Section 9(d) or Section 8(f), we will have no liability for any damage, costs, losses (including any loss of data or profits), or any other consequences that you may incur in connection with such suspension.

e. Effect of Termination.

   i. ***Zus BAA***. Termination of the Builder Terms for any reason under this Section 9 will also result in the immediate and automatic termination of the Zus BAA on the same date termination of the Builder Services takes effect. Zus will follow the disposition of PHI requirements of Section 4(b) of the Zus BAA.

   ii. ***Transition***. Upon termination of these Builder Terms for any reason under this Section 9, (A) you will notify your Application Users that their access to the Builder Services has terminated and that we may withhold, remove or discard any content, data or other information that Application Users post or upload to the Zus Platform while using the Builder Services; and (B) Zus will use commercially reasonable efforts to enable you to export or transfer your Builder Data and Patient Data contained in the Zus Platform.

10. **Representation & Warranties**

   a. Builder Services. We represent and warrant to you that the Builder Services perform in accordance with the Documentation in all material respects. Our only obligation, and your only remedy, in the event the Builder Services fail to comply with this Section 10(a), will be for us to (at our option): (i) remediate any material non-conformity, or (ii) refund to you the Fees you actually paid for the time period during which the affected services do not comply with this Section 10(a).

   b. Your Application. You represent and warrant to use that your Application and your Builder Privacy Documentation comply with Applicable Law in all material respects. You also represent and warrant to us that you have provided, and will continue to provide, any notices and that you have obtained, and will continue to obtain, any permissions or consents that may be required by Applicable Law for use or disclosure of any Builder Data (including Patient Data and any other Builder Content) with or through the Builder Services or the Zus Network.

   c. HIPAA Category & Account Verification. You represent and warrant to us that the HIPAA Category you provided to us and the other information you provided to us during the Account Verification process are true, complete and accurate in all respects.

11. Disclaimers

a. <u>GENERAL</u>. THE BUILDER SERVICES ARE PROVIDED "AS IS", AND EXCEPT AS EXPRESSLY PROVIDED IN THESE BUILDER TERMS, WE MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS IMPLIED, STATUTORY, OR OTHERWISE. TO THE FULLEST EXTENT PERMITTED BY LAW WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ERROR-FREE OR UNINTERRUPTED USE OF THE BUILDER SERVICES.

b. <u>CONTENT</u>. WE ASSUME NO RESPONSIBILITY FOR THE ACCURACY, UP-TO-DATE STATUS, OR COMPLETENESS OF ANY CONTENT CREATED BY, AVAILABLE IN OR SHARED THROUGH THE BUILDER SERVICES, INCLUDING PATIENT DATA, NOR ITS COMPLIANCE WITH ANY LEGAL REQUIREMENTS OR STANDARDS.

c. <u>CLINICAL RESPONSIBILITY</u>. YOU ACKNOWLEDGE AND AGREE THAT THE BUILDER SERVICES ANY AVAILABLE PATIENT DATA OR CLINICAL CONTENT PROVIDED THROUGH THEM ARE NOT INDENTED TO BE MEDICAL ADVICE OR INSTRUCTIONS FOR MEDICAL DIAGNOSIS, TREATMENT, OR CARE BY BUILDERS OR OUR APPLICATION USERS. THE BUILDER SERVICES ARE NOT A SUBSTITUTE FOR YOUR OR YOUR USERS' PROFESSIONAL MEDICAL ADVICE AND SHOULD NOT BE USED WITHOUT THE SUPERVISION AND INDEPENDENT MEDICAL JUDGMENT OF A QUALIFIED HEALTHCARE PROFESSIONAL CONSISTENT WITH APPLICABLE STANDARDS OF GOOD MEDICAL PRACTICE.

d. <u>PRE-GENERAL AVAILABILITY RELEASES</u>. PRE-GENERAL AVAILABILITY RELEASES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO WARRANTIES WHATSOEVER, AND WE WILL HAVE NO LIABILITY AND NO OBLIGATION TO INDEMNIFY FOR ANY PRE-GENERAL AVAILABILITY OFFERING WHATSOEVER.

e. <u>INTERNET SECURITY</u>. YOU ACKNOWLEDGE THAT THE INTERNET AND TELECOMMUNICATIONS PROVIDER NETWORKS ARE INHERENTLY INSECURE, AND YOU AGREE THAT WE ARE NOT LIABLE FOR ANY CHANGES TO, INTERCEPTION OF, OR LOSS OF PATIENT DATA WHILE IN TRANSIT VIA THE INTERNET OR A TELECOMMUNICATION PROVIDERS' NETWORK.

12. **Mutual Indemnification**

    a. <u>Indemnification by Zus</u>.

        i. ***Scope of Indemnification***. Subject to the limitations in this Section 12(a), we sill defend, indemnify and hold harmless you and your directors, officers, employees and agents from and against all third party claims, liabilities, costs, damages, and expenses, including reasonable attorneys' fees, arising from or related to any actual or alleged claim (A) that our provision of the Builder Services or Zus Platform infringes or misappropriates such third party's intellectual property rights, or (ii) arising from a breach of our obligations under the Zus BAA ("Builder Claim"). We will pay all costs, reasonable legal fees and any settlement amounts agreed to be paid by us or damages awarded against you in connection with any such Builder Claim.

        ii. ***Infringement Alternatives***. If our provision of the Builder Services has become, or we believe it is likely to become, the subject of an Builder Claim, we may at our option and expense (i) procure the right to continue providing the Builder Services as set forth in these Builder Terms, (ii) modify the Builder Services as permitted in these Terms, or (iii) if the foregoing options are not reasonable practicable, terminate these Builder Terms, or if applicable, terminate the specific Builder Services that are the subject of any actual or potential Builder Claim, and refund you an unused pre-paid fees.

        iii. ***Limitations***. We will have no liability or obligation under this Section 12(a) with respect to any Builder Claim arising (A) out of your use of the Builder Services in breach of these Builder Terms, (B) out of the combination, operation or use of the Builder Services with other applications, portions of applications, products or services where the Builder Services would not by themselves be infringing, or (C) arising from your use of the Builder Services where there is no charge.

    b. <u>Indemnification by You</u>. You will defend, indemnify and hold harmless Zus, its directors, officers, employees and agents from and against all liabilities, costs, damages, claims and expenses, including reasonable attorneys' fees, arising from or related to any actual or alleged (i) breach by you of any express or implied covenant, representation, warranty, obligation or other provision of these Terms, (ii) any negligent act or

omission or willful misconduct by you, (iii) your activities under these Terms and your acts or omissions in connection with the provision of and access and use of the Builder Services, including without limitation, any intellectual property or privacy claims relating to the Application, Builder Data and any violation by you or Application Users of the provisions of these Terms; and (iv) any claim arising out of patient care or outcomes relating to your Application Users' use of the Builder Services, regardless of the cause (together, the "Zus Claims"). You will pay all costs, reasonable legal fees and any settlement amounts agreed to be paid by you or damages awarded against Zus in connection with such Zus Claims.

c. <u>Conditions for Indemnification</u>. As a condition of the indemnification obligations in this Section 12: (i) indemnified party ("Indemnified Party") will promptly notify the indemnifying party ("Indemnifying Party") of an Builder Claim or a Zus Claim (individually and collectively referred to as a "Claim"); provided, however, that any failure to give such prompt notice will not relieve Indemnifying Party of its obligations under this Section 12 except to the extent that the Indemnifying Party was actually and materially prejudiced by such failure; (ii) Indemnifying Party will have the sole and exclusive authority to defend or settle the Claim; and (iii) Indemnified Party will reasonably cooperate with Indemnifying Party in connection with the Indemnifying Party's activities under this Section 12 at the Indemnifying Party's expense. Indemnified Party reserves the right, at its own expense, to participate in the defense of any Claim. Notwithstanding anything to the contrary in this Section 12, Indemnifying Party will not settle any Claims for which it has an obligation to indemnify pursuant to this Section 12 admitting liability or fault on behalf of Indemnified Party, nor create any obligation on behalf of Indemnified Party, without Indemnified Party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

d. <u>Exclusive Remedy</u>.   This Section 12 describes Indemnifying Party's only liability to, and Indemnified Party's exclusive remedy against, the other party for any third party claims.

13. **Mutual Limitation of Liability**

a. <u>Limitation on Indirect Liability</u>. To the extent permitted by Applicable Law and under these Builder Terms neither Party will be responsible or liable for (i) any indirect, punitive, incidental, special, consequential, or exemplary damages, (ii) personal injury or property damage; or (iii) lost revenues, profits, savings or goodwill, even if such damages are foreseeable, and whether or not you or Zus have been advised of the possibility of such damages.

b. <u>Additional Zus Limitations</u>. Zus will not have any responsibility for any liability or damages to you or others materially caused or contributed to by (i) your access or use of the Builder Services inconsistent with the Documentation of Zus Policies; (ii) any unauthorized access or use of the Builder Services, infrastructure, or Builder Content in connection with the Builder Services related to or arising from your failure to use or implement appropriate security controls; (iii) any errors, inaccuracies, omissions, or losses in or to any Builder Data provided to us; (iv) third-party content provided by you, or (v) the defamatory, offensive or illegal conduct of others.

c. <u>Liability Cap</u>. Both Parties also agree that except for any intellectual property indemnification obligations set forth in Section 13, under no circumstances will any liability under these Builder Terms exceed the total amount of Fees paid by you to Zus during the twelve (12) month period immediately preceding the event that gave rise to a claim for damages. Notwithstanding the foregoing, in the event of a breach of the Zus Business Associate Addendum by Zus in which the sole responsibility for such breach rests with Zus, any liability for such breath related to actual damages shall not exceed an amount equal to 10 times the total amount of Fees paid by you to Zus during the 12 month period immediately preceding the event that gave rise to the claim for damages.

14. **Miscellaneous**.

a. <u>Notices</u>. Both Parties agree that emails may be used to satisfy notice, approval or consent requirements under these Builder Terms. We will send any notices to you under these Builder Terms to the email address you designate in your Builder Account. Notices to us under these Builder Terms will be sent to legal@zushealth.com.

b. <u>Interpretation & Order of Precedence</u>. Any ambiguities in these Builder Terms (including the Zus BAA) shall be interpreted so as to permit compliance with HIPAA and other Applicable Law. In the event of conflicting terms or provisions, the order of precedence of the controlling terms shall be as follows: (i) Zus BAA, (ii) Builder Terms, and (iii) Zus Policies.

c. <u>Entire Agreement</u>. Except as provided in these Terms (including any incorporated policies, addenda or additional terms) or any applicable Order Form, these Terms supersede all prior and contemporaneous agreements proposals, statements, sales materials, presentations, or agreements, whether oral or written. The Parties agree that Section 6 (Confidentiality) hereby supersedes and prevails over all prior, contemporaneous, and future non-disclosure or confidentiality

agreewen between the Parties in their entirety. No oral or written information or advice given by us, or our agents, or our employees will create a warranty or in any way increase the scope of the warranties or obligations under these Terms. Any term or condition stated in your vendor registration form or registration portal or in any purchase order document or similar document provided by you will be construed solely as evidence of your internal business processes, and the terms and conditions contained thereon will be null and void an have no effect with regard to these Terms between you and Zus, and will be non-binding against us even if accepted or signed by us after the data y ou accept these Terms.

d. <u>Waiver & Severability</u>. Neither Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under these Builder Terms. If any part of these Builder Terms are invalid, illegal, or unenforceable, the rest of the Builder Terms will remain in effect.

e. <u>Governing Law & Venue</u>. These Builder Terms are governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law rules. Any legal action, suit or proceeding arising from these Terms will be brought in state or federal court in Suffolk County, Massachusetts.

f. <u>Assignability</u>. Neither Party will assign, delegate, or otherwise transfer these Builder Terms or any applicable Order Form(s), in whole or in part, without the other Party's prior written consent, except that either party may assign these Builder Terms in the event of a merger or sale of all or substantially all of the Party's assets.

g. <u>Relationship & Third-Party Beneficiaries</u>. These Builder Terms do not create any agency, partnership or joint venture between the Parties, nor do they confer any rights, benefits, obligations or liabilities on any third party unless they expressly state that they do. Neither party has the authority to commit the other party in any way and will not attempt to do so, or imply that it has the right to do so.

h. <u>Force Majeure</u>. No failure, delay or default in performance of any obligation of a Party will constitute an event of default or breach of these Terms to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the control and without negligence of such party, including action or inaction of government, civil or military authority, fire, strike, lockout, or other labor dispute, flood, terrorist act, war, riot, theft, earthquake, or other natural disaster. The Party affected by such cause will take all reasonable actions to minimize the consequences of such cause.

i. <u>Record Retention & Access</u>. Zus will retain any business records or data that we collect, maintain or create under these Builder Terms for the periods required by Applicable Law. If required for purposes of 42 CFR § 420.300, or any other applicable state or federal law, upon written request we will make any necessary books, records and documents available to the U.S. Department of Health and Human Services Comptroller General or other governmental authority, for purposes of verifying the nature and extent of any costs incurred by you for services we provide to you under these Builder Terms for which payment may be or have been made under Medicare, Medicaid or other applicable federal or state reimbursement programs. Our responsibility to provide access to you under this Section 14(i) will continue for a period of seven (7) years from the date of termination of these Builder Terms.

j. <u>Survival</u>.   The following Sections shall survive termination of these Builder Terms: 6 (Confidentiality), 7(b) (Zus IP), 7(c) (Your IP), 8 (Payment Terms), 9(e) (Effect of Termination), 11 (Disclaimers), 12 (Mutual Indemnification), 13 (Mutual Limitation of Liability), and 14 (Miscellaneous).

B. PRODUCT TERMS

1. <u>Applicability</u>. The Builder Terms generally apply to all Zus Product usage. Any Product Terms set forth in this Section will also apply when you use the applicable Product. When there is a conflict between the Builder Terms and specific Product Terms, the Product Terms will apply.

2. <u>Reserved</u>: **[In Development]**

C. ADDITIONAL TERMS

1. [Zus HIPAA Business Associate Addendum](#).

2. [Service Legal Agreement](#)

3. Zus Policies

   a. [Acceptable Use Policy](#)

   b. [Builder Security Policy](#)

   c. [Privacy Policy](#) **[In Development]**

D. **DEFINITIONS**

"Affiliate" means any entity that directly or indirectly controls or is controlled by, or is under common control with, the Party specified. For purposes of this definition, "control" means direct or indirect ownership of more than fifty percent (50%) of the voting interests of the entity.

"Applicable Law" means any applicable state or federal law then in effect.

"Application" means a digital health or other software application, technology or service which uses, integrates with, or incorporates elements of the Builder Services.

"Application User" means a person that you allow to use your Application.

"APIs" means application programming interfaces included in the Builder Services that enable you to access certain features or functionality of or Patient Data stored or available through the Zus Platform.

"Authorized Activities" means either Consumer Health Activities or HIPAA Activities as they are defined in the [Zus Privacy Policy](#).

"Builder" means a legal entity (other than a sole proprietor) that is organized under the laws of and located in the United States which is either a Covered Entity, Business Associate or a Non-Covered Entity and which Zus approves to use the Builder Services following the Account Verification process described in Section 2(b) of these Terms.

"Builder Account" means the account that we assign to you following the Account Verification process and which controls use and access to Builder Services for your Builder Users and Application Users.

"Builder Content" means material which you create with, or which are pre-existing (whether created by you, or created by a third-party and appropriately licensed by you) and you incorporate into your Application using, the Builder Services, including unique questionnaires and forms, proprietary algorithms, workflows, processes, and clinical protocols or guidelines which you have developed.

"Builder Data" means proprietary or personal information identifying and pertaining to a Builder or a Builder Account, including data about Builder Users and Application End Users, your use or configuration of the Builder Services, or any data which embodies Builder IP, which we collect or create as we manage and administer the Builder Services and provide support to you.

"Builder IP" means an Application, Builder Content, Builder Data, Builder Documentation, Patient Data, and any other Confidential Information shared by a Builder with Zus or the Builder Services.

"Builder Documentation" means any documentation or materials you create or share with Zus relating to your Application.

"Builder Privacy Documentation" means privacy policies and documentation created by a Builder that disclose how a Builder collects, uses, stores and discloses Patient Data or other User Data, as described in Section A(5)(b)(iii) of the Builder Terms.

"Builder Services" means: the set of APIs, SDKs, tools, plugins, code, technology, content, data integrations and connections, infrastructure and technical services that Zus makes available to Builders for developing functionality, performing functions, and processing data through the Zus Platform and retrieving data from or sharing data through the Zus Network as described in the Builder Terms and the Documentation.

"Builder Users" means either an operational or technical user associated with a Builder Account who logs into or uses the Builder Services.

"BAA" or "Business Associate Agreement" means the Zus BAA incorporated into these Builder Terms by reference and available at the following website.

"Business Associate" means an organization that meets the definition at 45 CFR 160.103 and which is either a Business Associate of a Covered Entity, or a Sub-Business Associate to a Business Associate serving a Covered Entity under HIPAA.

"Common Patient Record" means the Patient Data shared by all Builders participating in the Zus Network, stored in the Zus Platform, and accessible by and contributed through Builder Services, as further described in the Zus Privacy Policy.

"Confidential Information" means information that one Party discloses to the other Party under these Builder Terms which is marked confidential or would reasonably understood to be confidential given the nature of the information and the circumstances surrounding the disclosure. It does not include information that is independently developed by the receiving Party, is rightfully given to the receiving Party by a third party without confidentiality obligations, or becomes public through no fault of the Receiving Party.

"Consumer Health Activities" has the meaning set forth in the Zus Privacy Policy.

"Covered Entity" is an organization which meets the definition of Covered Entity under the HIPAA Privacy Rule.

"CMS Cures Rules" means the CMS Interoperability & Patient Access final rule (CMS-9115-F), as may be amended from time to time.

"Cures Act" means the 21st Century Cures Act.

"Cures Rules" means the CMS Cures Rules, the ONC Cures Rules and the Cures Act.

"Designated Record Set" has the meaning set forth in the HIPAA Privacy Rule, as described in the Zus Privacy Policy.

"DRS Requirements" mean the minimum requirements set forth in the Privacy Policy for which Patient Data provided must be included in the Designated Record Set made available through the Zus Common Patient Record.

"Documentation" means the information, content and materials available on the Zus documentation portal.

"HIN" or "Health Information Network" has the same meaning as the term is defined in the ONC Cures Rules.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, the HIPAA Privacy Rule and HIPAA Security Rule, as amended.

"HIPAA Activities" mean Treatment Activities, Payment Activities, Health Care Operations Activities, and Public Health Activities, as defined in the Zus Privacy Policy.

"HIPAA Category" means the type of Covered Entity or Business Associate that a Builder represents to Zus that it is during the Account Verification process and during its use of the Builder Services.

"HIPAA Privacy Rule" means the regulations at 45 CFR 160 and Subparts A and E of 45 CFR 164 implementing HIPAA and still in effect, as amended or updated.

"HIPAA Security Rule" means the regulations at 45 CFR 160 and Subparts A and C of 45 CFR 164 implementing HIPAA and still in effect, as amended or updated.

"Information Blocking" has the same meaning as the term is defined in the ONC Cures Rules at 45 CFR Part 171.

"Information Blocking Rules" means the information blocking provisions included in the Cures Act Final Rules issued by ONC and currently in effect.

"Minimum Necessary Standard" is the standard described in 45 CFR 164.502(b) and 164.514(d).

"Non-Covered Entity" or "Non-CE" means an organization which is not a Covered Entity under HIPAA.

"ONC" means the U.S. Department of Health & Human Services Office of the National Coordinator for Health Information Technology.

"ONC Cures Rules" means the final rules implementing the Cures Act issued by the ONC and still in effect, as amended or updated, with regard to interoperability and information blocking.

"Network Partner" means an entity that connects to the Zus Platform to share or receive Patient Data and which is a Participant in the Zus Network.

"Network Opt Out" means a Patient's decision to opt-out of any sharing of Patient Data through the Builder Services or the Zus Platform, as described in this Privacy Policy.

"Patient" means any patient for whom Zus receives Protected Health Information or any individual for which Zus receives Personally Identifiable Information.

"Patient Data" means either Protected Health Information or Personally Identifiable Information. Patient Data does not include any information on a Builder User or Application User related to their use of the Builder Services or your Application, but does include information on a Builder User or Application User to the extent related to their participation in or receipt of Authorized Activities in their individual capacity.

"Participant" or "Zus Network Participant" means a Covered Entity, Business Associate, Non-CE Service Provider, Network Partner, Service Partner or Patient that uses the Zus Platform to interact or share data for Authorized Activities.

"Partner Offerings" means third-party services, content, data, software, products and other offerings that are not incorporated into the Services such that they require you to accept specific ISV Partner Terms in order to use the Partner Offering.

"Permitted Access Requirements" mean the criteria which you must satisfy in order to access or receive Patient Data through the Builder Services as set forth in the Privacy Policy.

"PHI" or "Protected Health Information" is individually identifiable health information as defined in the HIPAA Privacy Rule (45 CFR 160.103).

"PII" or "Personally Identifiable Information" is defined in the Zus Privacy Policy.

"SDK" or "Software Developer Kit" means the tools, content and code provided by Zus to help Builders use the APIs and the Builder Services.

"Special Consent Data" is Patient Data which is subject to certain additional or specific notice, consent or authorization requirements, or other limitations on disclosure as defined in Section 5(b)(vi) of these Terms.

"Partner Offerings" means third-party services, software, products and other offerings that are not incorporated into the Services such that they require you to accept specific Partner Terms in order to use the Partner Offering.

"Service Partner" means an entity providing a Partner Offering.

"Users" means any user of the Zus Platform, including Zus Users, Builder Users and Application Users.

"Your Users" means either your Builder Users or your Application Users.

"Your User Agreement" means your agreement or terms and conditions with your users for the provision of your Application.

"Zus Network" means the collection of Participants who use the Zus Platform to interact and share data for Authorized Activities.

"Zus Platform" means the infrastructure, Patient Data, technical services, tools, and systems created, maintained and used by Zus to make available the Builder Services and support the Zus Network.

"Zus Policies" means the policies listed in Section C(3) of these Terms and which available at the Zus website policy page.

"Zus Users" means an individual who uses or accesses services of the Zus Platform enabled directly by Zus, including employees.