

THE MAMMOLOGIX 90-DAY SERVICE PROMISE

Give us 90 days. Then you decide.

This Rider is between **Mammologix, LLC**, a Florida limited liability company doing business as I/O Trak, Incorporated (“Mammologix”), and the client named below (“Client”). It is part of the Mammologix Terms of Service accepted by Client, including its appendices (the “Agreement”). Capitalized terms not defined here have the meanings given in the Agreement.

Client (legal name)	
Site(s) covered	<i>List each Site, or write “All Sites starting service on the Service Start Date”</i>
Service Start Date (Day 1)	<i>First day Mammologix processes live production work for the Site(s)</i>
Promise Period ends (Day 90)	<i>90th calendar day, counting the Service Start Date as Day 1</i>
Walk-Away Notice Deadline	<i>15 calendar days after the Promise Period ends</i>

1. Our promise

During the Promise Period, Mammologix will perform the Services Client has selected under the Agreement. If Client tells Mammologix in writing that any part of the Services is not meeting Client’s expectations, Mammologix will review the concern with Client and make reasonable adjustments within fifteen (15) days.

2. Your right to walk away

If Client has raised its concerns under Section 1 and, after the fifteen (15) days, is still not satisfied, Client may end the Services for the covered Site(s) by sending written notice to Mammologix on or before the Walk-Away Notice Deadline (a “Walk-Away Notice”). Client’s satisfaction is the only test. Client does not have to prove a breach, a defect, or a loss.

3. Refund

If Client sends a Walk-Away Notice, Mammologix will refund all Covered Fees that Client has paid and cancel all Covered Fees that Client has not yet paid, within thirty (30) days after Mammologix receives the Walk-Away Notice.

- (a) **Covered Fees** means every fee listed in Appendix A (Fee Schedule) that is billed for the Promise Period, including the Start-Up Fee.
- (b) **Covered Fees do not include:** (i) Postal & Delivery charges and any other third-party pass-through cost paid on Client’s behalf that Mammologix does not retain, such as USPS postage, certified or international mail, and courier or freight charges; (ii) custom programming or other out-of-scope work performed under an estimate Client approved in writing; and (iii) fees for Services delivered after the Promise Period ends.
- (c) **Offset.** Mammologix may deduct any unpaid amounts described in Section 3(b) from the refund.

4. When the work stops, handoff, and data

- (a) Services for the covered Site(s) stop on the date Mammologix receives the Walk-Away Notice (the “End Date”). Mammologix waives the thirty (30) day notice period in Section 13.1 of the Agreement. Mammologix will finish and mail any patient communications already in production on the End Date. Services delivered after the Promise Period ends and through the End Date are billed at Appendix A rates.

- (b) Within five (5) business days after receiving the Walk-Away Notice, Mammologix will give Client a list of open follow-ups and pending patient communications for the covered Site(s). On the End Date, responsibility for patient tracking and patient notification for those Site(s) returns to Client.
- (c) Section 8 of the Agreement (data export, the ninety (90) day post-termination Access Window, and deletion) applies as written.

5. What this Promise is not

This is a promise about Client's satisfaction with the Services. It is not a guarantee or warranty of any medical or clinical outcome, inspection result, accreditation decision, regulatory finding, or financial result. Those remain Client's responsibility as stated in the Agreement. Sections 3, 5.1, 11, and 12 of the Agreement remain in full effect.

6. How this Rider fits with the Agreement

- (a) **This Rider controls where it conflicts.** For the covered Site(s), and only for the subject matter of this Rider, this Rider controls over any conflicting term of the Agreement, including the no-refund language in Section 4.8 and the notice period in Section 13.1. The parties sign this Rider as a written amendment and waiver under Sections 16.2 and 16.5 of the Agreement.
- (b) **Everything else stands.** Every other term of the Agreement, including the Business Associate Agreement, remains unchanged and in full force.
- (c) **Remedy.** The refund in Section 3 is Client's sole remedy under this Rider.
- (d) **One time, then it ends.** There is one Promise Period per Site. If Mammologix does not receive a Walk-Away Notice by the Walk-Away Notice Deadline, this Rider expires and the Agreement applies as written. Client may still terminate at any time under Section 13.1, without a refund.
- (e) **Notices.** Written notice under this Rider may be sent by email to connect@mammologix.com or by any method in Section 16.6 of the Agreement.

Signed by the authorized representatives of the parties.

Client

Authorized Representative

Signature

Printed name

Title

Date

Mammologix, LLC

d/b/a I/O Trak, Incorporated

Signature

Printed name

Title

Date