

Service Provider Terms of Service

Effective Date: January 5, 2026

1.0 Introduction

This Terms of Service Agreement (“Agreement” or “TOS”) is entered into by and between **Mammologix, LLC**, a Florida limited liability company doing business as **I/O Trak, Incorporated** (“**Service Provider**”), with principal offices located at 830 Sunshine Lane, Altamonte Springs, FL 32714-3902 (Email: connect@iotrak.com | Phone: 800-739-6919), and any individual or entity that accesses or uses the Services (“**Client**”).

Mammologix is the service organization behind I/O Trak, Incorporated, a platform specializing in tracking, communication, compliance, and navigation of critical workflows and regulatory requirements in healthcare. The Service Provider delivers tailored data management and communication solutions to support healthcare providers in delivering high-quality, patient-centered care, with a focus on operational efficiency, compliance assurance, and enhanced patient engagement through I/O Trak-engineered solutions.

By accessing or using the Services, the Client acknowledges that they have read, understood, and agreed to be bound by the terms of this Agreement.

1.1 Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

- “Agreement” or “Terms of Service” (TOS)
Refers to this legally binding contract between Service Provider and the Client, governing the access and use of the Services.
- “Breach”
A material violation of these Terms, including but not limited to:
 - Failure to comply with payment obligations.
 - Unauthorized access, sharing, or use of the Services.
 - Violation of regulatory compliance requirements (e.g., HIPAA, MQSA).
 - Failure to maintain data security as required by these Terms.
- “Clarification”
A structured exception-handling process initiated by the Service Provider when a patient report contains incomplete, incongruent, or contradictory information that prevents accurate follow-up. Clarification involves coordination with the Client’s designated healthcare personnel to obtain the necessary information required to accurately track the patient’s clinical pathway. This process is intended to safeguard clinical appropriateness, ensure accurate communication, and maintain compliance integrity.
- “Client”
The healthcare provider or facility entering into this agreement. For billing purposes, each Site operated by the Client is treated as an independent entity under this Agreement.
- “Confidential Information”
Any non-public information disclosed by either party that is designated as confidential or that should reasonably be understood as confidential, including but not limited to:
 - Business operations, pricing, and trade secrets.
 - Patient health information (PHI) protected under HIPAA.
 - Proprietary technology, software, or methodologies.Does not include information that:
 - is publicly available without breach of this Agreement
 - is independently developed without reliance on disclosed information
 - is lawfully received from a third party without confidentiality obligations.
- “Data”
Any information, records, or files submitted to, processed by, or stored within the Service Provider system, including but not limited to:
 - Patient information and imaging data.
 - Client-specific operational data.
 - Reports generated through the Services.

- “Digital Impression”
A single-sided or double-sided digital page (letter, insert, or envelope) produced and prepared for digital dispatch to client for final steps in completing physical mailing via secure data exchange.
- “Encounter”
A documented patient event or clinical record received and processed by the Service Provider in support of communication, tracking, or compliance workflows. Determined by a single patient visit involving one or more breast imaging procedures, including but not limited to mammograms (screening, diagnostic, mobile, contrast enhanced), breast or axillary ultrasound, breast Magnetic Resonance (MR), Molecular Breast Imaging (MBI), Breast-Specific Gamma Imaging (BSGI), and Positron Emission Mammography (PEM), and interventional breast procedures such as breast or axillary biopsy, localization, placement, or aspiration performed on the same day.
- “Force Majeure”
An event beyond the reasonable control of either party that prevents or delays performance, including but not limited to:
 - Acts of God (earthquakes, floods, hurricanes).
 - Government actions (new regulations, emergency restrictions).
 - Cybersecurity incidents (DDoS attacks, ransomware).
 - Service disruptions caused by third-party providers (e.g., cloud hosting failures, telecommunications outages).
 A Force Majeure event does not excuse payment obligations unless services are fully unavailable due to the event. (See Section 15 for details).
- “Indemnification”
The legal obligation of one party (Indemnifying Party) to compensate and defend the other party (Indemnified Party) against losses, damages, liabilities, and costs arising from:
 - Breach of contract or violation of laws.
 - Third-party claims related to data, intellectual property, or improper service use.
 - Negligence, misconduct, or fraud.
 Each party’s indemnification obligations are outlined in Section 13.
- “Intellectual Property”
All legally protected technology, software, trademarks, copyrights, trade secrets, and methodologies developed, owned, or licensed by Service Provider. The Client receives a limited, non-transferable license to use the Services but does not gain ownership rights. (See Section 11).
- “Printed Impression”
A single-sided or double-sided printed page (letter, insert, or envelope) produced and prepared for physical mailing.
- “Service Provider”
Mammologix, LLC, a Florida limited liability company doing business as I/O Trak, Incorporated.
- “Services”
Refers to the suite of Service Provider solutions, as described in Section 2, including; Tracking, Communicating, Complying, and Navigating — encompassing tools, workflows, and support designed to manage breast imaging patients, facilitate regulatory compliance, enhance communication, and support care coordination.
- “Site”
A unique, physical imaging location where services are rendered under Client’s supervision and tracked Independently.
- “Termination”
The cancellation or expiration of this Agreement due to:
 - Client-requested termination (voluntary withdrawal from Services).
 - Service Provider termination for cause (breach, fraud, regulatory non-compliance).
 - Force majeure events exceeding 30 days.
 Termination terms, obligations, and post-termination data handling are outlined in Section 14.
- “User”
Any individual authorized by the Client to access the Services, including but not limited to:
 - Employees.
 - Contractors.

- Representatives - A User is identified by an email address associated with the Client's domain (e.g., @client.com).

2.0 Services Provided

Service Provider provides modular breast imaging support services designed to help healthcare facilities track patients, communicate results, comply with regulations, and navigate care coordination workflows. Clients may select services individually ("à la carte") based on operational needs and only pay for what they use.

Billing is primarily based on:

- The number of encounters (as defined in Section 1.1),
- The number of patient communications generated (e.g., notification, reminder, or specialty letters),
- And any other service-specific activities or add-ons.

All applicable pricing and service selections are detailed in the Fee Schedule (Appendix A), which is incorporated by reference into this TOS.

2.1 Included Services

Unlimited User Access

- No restrictions on the number of authorized users within the Client's imaging site.

White-Glove Onboarding

- Personalized setup for seamless integration with the Client's existing systems and workflows.
- Configuration of Client-specific settings, including data migration assistance and initial training for all authorized users.
- These onboarding activities are delivered as part of the Start-Up Fee described in Appendix A.

Additional Training Resources

- Ongoing education and support, including:
 - Webinars.
 - Documentation.
 - Training videos.
 - Knowledge base articles.
 - Regular system updates with best practices for optimal use.

Priority Support Services

- Dedicated support for urgent needs via:
 - Phone.
 - Email.
 - In-application messaging.
 - Support availability and response times detailed in the Service Level Commitments section.

Full Client Data Ownership

- Clients retain full ownership of all data processed through the Services.
- Service Provider provides complimentary retrieval and extraction services, as outlined in the Data Return or Destruction Upon Termination section.

2.2 Data Management & Transmission

- Secure data transfer via HL7, sFTP, and fax for seamless patient information exchange.
- Encrypted transmissions ensuring compliance with industry security standards (see Data Privacy and Security section).
- Service Provider facilitates secure data exchange but is not responsible for:
 - Transmission delays.
 - Failures.
 - Data discrepancies caused by third-party system issues.

2.3 Comprehensive Tracking Services

- End-to-end tracking of breast imaging events, including:
 - Addendums.
 - Interventional procedures.
 - Pathological findings.
- Automated correlation of findings across multiple modalities and patient visits for complete care documentation.

2.4 Compliance & Reporting

- Mammography Medical Outcome Auditing (MMOA).
- Specialized reporting for MQSA compliance, accreditation, or supporting data for:
 - ACR (American College of Radiology).

- NQMCB (National Quality Measures for Breast Centers).
- NAPBC (National Accreditation Program for Breast Centers).
- ASBrS (American Society of Breast Surgeons).
- Reports meet both regulatory requirements and quality improvement initiatives.

2.5 Outcome & Follow-Up Tracking

- Monitors:
 - Patient follow-ups.
 - Overdue cases.
 - Lost-to-follow-up cases.
- Customizable alerts and workflows ensure timely patient care and reduce compliance risks.

2.6 Overdue Inquiry Monitoring Program

- Tracks patient responses and follow-up actions.
- Automated escalation protocols for non-responsive patients.

2.7 Patient Notifications & Lay Letters

- Custom Notification Lay Letters
 - Personalized messages based on breast imaging encounters.
 - Fully MQSA-compliant for patient result notifications.
- Custom Reminder Lay Letters
 - Personalized notifications for interval or annual imaging reminders.
 - Supports continuity of care and preventive health protocols.
- Patient Address Standardization
 - USPS CASS-certified address verification to minimize returned mail and ensure accurate delivery.
- Lay Letter Printing & Mailing Services
 - Comprehensive print and mail service, including:
 - High-quality #24 lb bond paper with full-color logo and return address.
 - Premium, high-opacity envelopes #10 windowed envelopes with full-color branding.
 - Digital Lay Letter Access via the Client portal.
 - Printed "Report of Test Results" for self-referred patients (MQSA-compliant).
 - First-Class USPS Postage applied.
 - Includes integration with Pitney Bowes, the leading USPS Workshare Mail Service Provider in the U.S. Services include CASS-certified address cleansing, Intelligent Mail® barcode (IMb) application, ZIP+4 coding and delivery point validation, and presorting to USPS specifications for expedited delivery.

2.8 Additional Services

- Available upon request and may be subject to additional fees (see Fee Schedule, Appendix A).

3.0 Client Responsibilities

The Client acknowledges and agrees to the following responsibilities when using Service Provider's Services:

3.1 Accuracy of Patient Data

- The Client is solely responsible for ensuring the accuracy, completeness, and timeliness of all patient information, imaging data, and related records submitted or processed through the Services.
- Service Provider shall not be liable for any errors, omissions, or adverse outcomes resulting from inaccurate or incomplete data provided by the Client.
- The Client shall not:
 - attempt to reverse-engineer, modify, or sublicense the Services;
 - use the Services in violation of applicable laws; or
 - use the Services to store or process unlawful or unauthorized data.

3.2 Regulatory Compliance

- Service Provider provides tools to facilitate compliance with applicable laws and regulations, including but not limited to:
 - MQSA (Mammography Quality Standards Act).
 - HIPAA (Health Insurance Portability and Accountability Act).
 - CMS (Centers for Medicare & Medicaid Services) billing guidelines.
- However, the Client remains solely responsible for ensuring compliance with all federal, state, and local laws governing:
 - Breast imaging services.
 - Patient communications.
 - Medical billing practices.
- Service Provider does not provide legal or regulatory compliance guarantees.

3.3 Billing Integrity and Compliance

- The Client is responsible for the proper use of Service Provider's billing and encounter tracking tools in accordance with all applicable laws and regulatory requirements.
- The Client must ensure that all claims submitted for reimbursement using Service Provider's Services comply with:
 - Medicare regulations.
 - Medicaid requirements.
 - Private insurer billing guidelines.
- Service Provider assumes no liability for:
 - Billing errors.
 - Coding inaccuracies.
 - Reimbursement denials resulting from improper use of the Services or incorrect data input by the Client.

3.4 Fee Basis & Changes

All fees in Appendix A are billed as described under the "Fee Basis" noted in each item. Fees not explicitly listed are considered out-of-scope and require prior written agreement.

4.0 Payment, Billing & Encounter Banking

Service Provider operates under a modular, à la carte service model. Clients are billed based on actual service utilization. Billing reflects the selected service components and their usage volume as defined in the Fee Schedule (Appendix A).

4.1 Services-Based Billing

Clients select services individually and are billed based on actual usage across the following service categories:

- **Patient encounters processed**
Each "encounter" refers to a single patient visit and includes all breast imaging procedures and clinical events performed during that visit, as defined in Section 1.1. Billing reflects the total number of such encounters processed through the Service Provider platform.
- **Patient communications produced**
Includes all patient-directed communications such as lay notification letters and reminder letters, whether generated electronically or in print, and regardless of delivery method (mail, portal, etc.).
- **Audit and compliance reporting modules**
Charges apply to the use of specialized reporting tools designed to support regulatory compliance, internal audits, and accreditation requirements.
- **Custom-designed data exchange integrations**
Covers technical services related to the setup and maintenance of interfaces, such as HL7, sFTP, and fax-based data transmissions, tailored to the Client's system architecture and workflow requirements.
- **Any other enabled features or add-ons**
Additional service components as selected by the Client and outlined in the Services and Fee Schedule, including a one-time Start-Up fee may apply as specified in the Fee Schedule (Appendix A).

Service Provider calculates charges monthly based on:

- Actual volume of each applicable service.
- Fixed pricing per unit or per-use, as detailed in the Fee Schedule (Appendix A).

Clients may adjust their service selections at any time by submitting a written request.

4.2 Invoice & Payment Terms

Service Provider issues invoices monthly, based on actual services rendered during the preceding billing period.

- Each invoice reflects charges for:
 - Services based on actual services rendered during the preceding billing period, as outlined in Section 4.1.
 - Any applicable adjustments, including corrections to prior invoicing, where such adjustments have been reasonably determined by Service Provider to be accurate, substantiated, and warranted based on available records.
- Service Provider delivers invoices electronically to the Client's designated billing contact.
- Payment is due within 30 days of the invoice date.
- Accepted payment methods:
 - Check.
 - Electronic Funds Transfer (EFT).
 - Credit card.

4.3 Credit Card Processing Fee

Where permitted by applicable state law and card network rules, Service Provider may apply a credit card processing fee of up to 3% processing fee to all credit card payments, only where legally permitted.

This fee will:

- Apply only to credit card transactions (not debit cards, prepaid cards, ACH, or EFT payments).
- Be clearly disclosed on each invoice where applicable.

- Be itemized as a separate line item on the Client's payment receipt.

No credit card processing fee will be charged in jurisdictions where such fees are prohibited by law.

Service Provider reserves the right to waive the fee at its discretion or offer alternative payment methods without surcharge.

4.4 Chargeback Prevention

The Client agrees to resolve billing disputes directly with the Service Provider before initiating a chargeback with their credit card provider.

If a Client issues a chargeback without first notifying Service Provider and allowing a 15-day resolution period, Service Provider reserves the right to:

- Suspend access to the Services until the dispute is resolved.
- Recover disputed amounts through collections or legal action if the chargeback is deemed unwarranted.
- Charge a \$250 administrative fee per chargeback to cover processing costs.

4.5 Deferred Payment Surcharge

A 1.5% monthly deferred payment surcharge (18% annually) may be applied to any balance not paid within 30 days of the invoice date.

This surcharge:

- Will continue to accrue until the balance is paid in full.
- Does not waive Service Provider's right to declare a default for non-payment.
- Service Provider will itemize the surcharge separately on future invoices.

This fee complies with applicable laws governing commercial transactions and is not applied retroactively or in excess of legal limits.

4.6 Billing Disputes

The Client must notify the Service Provider in writing of any invoicing discrepancies within fifteen (15) calendar days of receiving the invoice.

Service Provider will review and investigate the disputed charges in good faith and respond in a timely manner. If the dispute is resolved in the Client's favor, an appropriate credit or adjustment will be applied to a subsequent invoice.

While a dispute is under review, the Client remains responsible for paying all undisputed portions of the invoice by the stated due date.

4.7 Service Suspension for Non-Payment

Service Provider reserves the right to suspend Services if payment is not received within sixty (60) calendar days of the invoice date. Prior to suspension, Service Provider will issue written notice to the Client's designated billing and administrative contacts.

Suspension does not waive or eliminate the Client's obligation to pay all outstanding amounts, including any service charges that continue to accrue during the suspension period.

During suspension:

- All data processing and system access will be temporarily disabled.
- No lay letters, tracking events, or compliance reporting will be executed.
- Support services will be paused until reinstatement.

Services will be reinstated only after full payment of the outstanding balance, and a \$250 reinstatement fee may apply if the suspension exceeds 30 calendar days.

Service Provider reserves the right to pursue additional remedies as allowed under this Agreement or applicable law in cases of prolonged non-payment.

4.8 Termination & Ongoing Fee Responsibility

The Client may terminate Services at any time, for any reason, by providing written notice to the Service Provider.

Upon termination, the Client remains responsible for all service charges incurred through the effective termination date, including:

- Outstanding invoices.
- Charges for services rendered during the notice period.
- Any applicable administrative fees or adjustments previously communicated in writing.

The Client agrees that no amounts paid or payable under this Agreement are refundable, and expressly waives any right to claim a refund or offset unless otherwise required by law. This refund limitation applies regardless of whether the Client continues to use the Services or elects to terminate this Agreement.

4.9 Pricing Adjustments

The Service Provider reserves the right to revise any listed fee, rate, or billing policy upon a minimum of forty-five (45) days' written notice to the Client, unless otherwise stated. This notice requirement does **not** apply to third-party passthrough costs—such as shipping carrier fees, postage rates, or government-imposed charges—which may be adjusted at any time and without notice in accordance with the most current published rates.

While most service fee changes occur no more than once per calendar year, passthrough charges may fluctuate based on carrier or governmental rate changes.

Clients who do not accept an adjusted service fee may terminate the affected service(s) or this Agreement by providing written notice prior to the effective date of the change. Continued use of any service after the effective date constitutes acceptance of the revised pricing.

All price adjustments apply only to future invoiced services and will not retroactively affect:

- Charges already invoiced or paid; or
- Banked usage accrued under prior pricing terms.

5.0 Compliance with Laws & Data Privacy

Both parties agree to comply with all applicable federal, state, and local laws, rules, and regulations governing healthcare delivery, billing practices, patient privacy, and diagnostic imaging services, including but not limited to:

- **Medicare & Medicaid Regulations** – Compliance with CMS billing and documentation requirements applicable to diagnostic imaging services, including but not limited to breast imaging, low-dose CT, and other applicable modalities.
- **HIPAA (Health Insurance Portability and Accountability Act of 1996)** – Adherence to all applicable Privacy Rule, Security Rule, and breach notification requirements concerning the handling of Protected Health Information (PHI).
- **HITECH Act (Health Information Technology for Economic and Clinical Health Act)** – Compliance with expanded obligations for breach notification, enforcement penalties, and electronic data security standards.
- **MQSA (Mammography Quality Standards Act)** – Compliance with all requirements related to mammography quality, medical outcome audits, patient notifications, and imaging site accreditation.
- **Applicable State Health Data Privacy Laws** – This includes compliance with any applicable state-level health data privacy or consumer protection laws, such as the California Confidentiality of Medical Information Act (CMIA) or similar statutes, to the extent applicable.

5.1 Responsibility

5.1.1 Client Responsibility

Service Provider provides tools and services intended to support compliance with applicable regulations; however, the Client remains solely responsible for ensuring full legal and regulatory compliance within their operations and jurisdiction.

5.1.2 Service Provider Responsibility

Service Provider will implement commercially reasonable updates to its Services to remain current with material regulatory changes. These updates may include system changes, documentation, or notifications and will be accompanied by written guidance outlining:

- The nature and scope of the change.
- Any recommended actions or configurations the Client may need to implement.

5.2 Data Privacy and Security

5.2.1 Business Associate Agreement (BAA)

The parties acknowledge and agree that Service Provider qualifies as a Business Associate of the Client, as defined under HIPAA.

A separate Business Associate Agreement (BAA), attached as Appendix B, is executed concurrently with this Agreement and is incorporated herein by reference. If there is any inconsistency between this Agreement and the BAA regarding PHI, the BAA shall prevail.

5.2.2 Limited PHI Use & Access

Service Provider will not access, use, or disclose PHI except as necessary to provide the Services described in this Agreement or as expressly permitted under the BAA. No PHI will be used for any secondary, commercial, or non-operational purposes.

Where third-party vendors are engaged to support the delivery of Services, Service Provider will require such vendors to adhere to privacy and security obligations consistent with HIPAA and the terms of this Agreement.

5.2.3 Data Security & Insurance Coverage

Service Provider maintains technical and organizational safeguards consistent with applicable federal data privacy and security laws, including administrative, physical, and electronic controls to protect PHI.

In addition, Service Provider maintains cyber liability and data breach insurance coverage, which includes protection for claims involving unauthorized access to or disclosure of Protected Health Information, subject to the terms and limits of the policy.

6.0 Data Security Measures

Service Provider is committed to protecting the confidentiality, integrity, and availability of Protected Health Information (PHI). To ensure the highest standards of data security, Service Provider implements and maintains reasonable and appropriate administrative, technical, and physical safeguards, including but not limited to:

6.1 Encryption

- Service Provider ensures encryption of all data in transit and at rest using industry-standard encryption protocols to protect against unauthorized access.

6.2 Access Controls

- Role-based access controls (RBAC) limit data access to authorized personnel only.
- Multi-factor authentication (MFA) is required for all system access.
- Service Provider logs all access attempts and monitors for unauthorized activity.

6.3 Network Security

Service Provider employs comprehensive network protection systems, including:

- Industry-standard perimeter defenses.
- Threat monitoring capabilities.
- Systematic vulnerability management processes.

6.4 Physical Security

Service Provider hosts cloud-based systems exclusively in SOC 2 Type II certified data centers, which include:

- Multi-layered physical access controls such as biometric authentication and continuous video surveillance.
- Environmental protection systems, including:
 - Temperature control.
 - Fire suppression
 - Power redundancy.
- Geographically distributed disaster recovery capabilities with:
 - Documented Recovery Time Objectives (RTOs).
 - Documented Recovery Point Objectives (RPOs).

These measures ensure business continuity in the event of physical disruptions.

6.5 Employee Training

All Service Provider personnel receive initial and ongoing training on:

- Data security.
- Privacy best practices.
- HIPAA compliance.

6.6 Data Processing Activities

Service Provider will process Client Data exclusively for the purpose of providing Services described in this Agreement, and in compliance with applicable law.

6.7 Use of De-Identified Data

Service Provider may use de-identified data (in accordance with HIPAA de-identification standards) for:

- Service improvement.
- Internal research.
- Statistical purposes.

No de-identified data will contain information that could reasonably be used to identify individual patients or the Client's practice patterns. De-identified data will never be sold or licensed to third parties.

7.0 Data Breach Notification

Service Provider is committed to protecting the security and confidentiality of all Client data. In the event of a confirmed data breach involving unauthorized access, disclosure, or compromise of Protected Health Information (PHI) or other sensitive Client data, Service Provider will take the following actions:

7.1 Notification Timeline

Service Provider will provide written notice to the affected Client(s) within five (5) business days of discovering the breach or sooner if required by applicable law (e.g., HIPAA, HITECH Act, state data breach laws).

7.2 Notification Content

The breach notification will include, to the extent known:

- A description of the nature of the breach.
- The types of data involved (e.g., patient names, imaging records, financial data).
- The date of discovery and, if known, the date of occurrence.
- Steps Service Provider is taking to mitigate harm and prevent future incidents.
- Any actions the Client may need to take in response to the breach.

7.3 Regulatory Compliance

If required under HIPAA or other applicable regulations, Service Provider will coordinate with the Client to fulfill breach notification obligations to:

- Affected individuals.
- Regulatory authorities.
- Other required parties.

7.4 Mitigation & Support

Service Provider will take prompt corrective actions, including:

- Securing affected systems.
- Conducting a root cause analysis.
- Implementing measures to prevent recurrence.

This notification obligation does not limit Service Provider's right to conduct a thorough investigation before making a final determination regarding the nature and scope of the breach.

7.5 Client Cooperation

The Client agrees to cooperate in good faith with any investigations or remediation activities related to a breach, including providing access to relevant personnel, systems, or documentation as reasonably necessary to comply with applicable legal and contractual obligations.

8.0 Data Retention, Migration, and Post-Termination

Service Provider is committed to ensuring the secure retention, transfer, and deletion of Client data in compliance with all applicable federal, state, and industry regulations.

By using the Services, the Client acknowledges and agrees to the following terms regarding data lifecycle management.

8.1 Data Retention

- Service Provider will retain all Client data for the duration of the active service relationship.
- Additional retention may be provided to satisfy regulatory obligations or internal compliance standards.
- If extended retention is requested by the Client beyond required periods, Service Provider may continue storage services, subject to additional fees as outlined in the Fee Schedule or in a separate written agreement.

8.2 Data Export Upon Termination

Upon termination of the Services, Service Provider will provide the Client with a single, no-cost export of all Client data in a standard, machine-readable format (e.g., CSV, XML, JSON, or PDF), as determined appropriate based on the nature of the data and operational feasibility.

This export will be made available within forty-five (45) days of the effective termination date, along with secure access credentials and retrieval instructions, solely for the purpose of enabling Client data migration or archival.

8.3 Additional Data Migration Support

If the Client requires custom migration assistance beyond the standard export (e.g., third-party integrations, data transformation, extended data preparation), Service Provider may provide such services:

- Subject to the then-current hourly service rates; and
- Under a separate, mutually agreed-upon written services agreement.

8.4 Post-Termination Data Retention & Deletion

Upon termination of Services—whether by written notice from the Client, by non-payment, or by cessation of service usage for a continuous period of ninety (90) days—Service Provider will maintain a secure, online portal through which the Client may access and download their data for a period of ninety (90) calendar days following the effective termination date (the "Access Window").

For purposes of this Section, termination shall be deemed to occur on the earliest of:

- The date Service Provider receives written notice of termination.
- The date Services are suspended for non-payment.
- The date on which the Client ceases submitting data or using the Services for ninety (90) consecutive days.

In addition to this self-service portal access, Service Provider will, upon request, furnish one standard data export at no additional charge, as described in Section 8.2.

At the conclusion of the Access Window, the following shall apply:

- Service Provider shall have no further obligation to retain, store, or provide access to Client Data, unless otherwise required by applicable law or subject to a separate written agreement.
- Service Provider will securely delete all remaining Client Data in accordance with industry-standard data destruction protocols, unless extended retention is arranged in writing and any applicable storage fees paid in advance.

8.4.1 Client Acknowledgment

The Client acknowledges that it is their sole responsibility to retrieve all necessary data within the ninety (90) day Access Window. Failure to do so will result in permanent data deletion, for which Service Provider assumes no liability.

If the Client requires access to the data portal beyond the ninety (90)-day period, an extended access arrangement may be available for an additional fee, subject to a separate written agreement.

8.5 Specific Data Deletion Requests

During an active service relationship, the Client may submit a written request for the deletion of specific data that is not subject to applicable regulatory or contractual retention requirements.

Service Provider will review such requests in good faith and, if approved, will process the deletion within thirty (30) calendar days, provided the request does not conflict with any applicable law, regulation, or audit requirement.

8.6 Certification of Deletion

Upon written request by the Client, Service Provider will provide a written certification confirming Client Data is securely deleted in accordance with commercially reasonable data destruction protocols and applicable industry standards, unless otherwise required to retain such data under applicable law or regulation.

9.0 Service Level Commitments

Service Provider is committed to providing high service availability and support responsiveness to ensure reliable service delivery.

9.1 System Availability

Service Provider guarantees 99.75% monthly system uptime, excluding scheduled maintenance windows.

If system availability falls below this threshold in any calendar month (excluding scheduled maintenance), Clients may be eligible for service credits as follows:

<u>Monthly Uptime</u>	<u>Service Credit</u>
97.0% to 99.75%	5% credit of the applicable monthly service fees for the affected month, exclusive of any postage, shipping, or delivery-related charges, including but not limited to USPS mailing costs.
Below 97.0%	10% credit of the applicable monthly service fees for the affected month, exclusive of any postage, shipping, or delivery-related charges, including but not limited to USPS mailing costs.

- To receive service credits, clients must submit a request within fifteen (15) days of the end of the affected month.
- Service Provider will apply credits against future invoices and have no cash value.

9.2 System Maintenance & Service Disruptions

Service Provider may perform routine maintenance and system updates to ensure continued reliability and security of the Services.

Scheduled Maintenance Windows:

- Routine maintenance will occur weekly and will not exceed 2 hours per occurrence.
- If maintenance is expected to exceed 4 hours, Service Provider will provide at least 48 hours' advance notice to Clients.
- Service Provider will schedule maintenance during low-usage periods whenever possible to minimize disruption.
- Maintenance periods are excluded from system uptime calculations in the Service Level Commitments section.

9.3 Force Majeure & Third-Party Services

Service Provider shall not be liable for service disruptions, performance delays, or data unavailability caused by factors beyond its reasonable control, including but not limited to:

- Third-party software failures (e.g., issues with cloud service providers, hosting platforms, or integrated applications).
- Internet or telecommunications outages beyond Service Provider's direct control.

- Cybersecurity incidents, including but not limited to distributed denial-of-service (DDoS) attacks, hacking, or other unauthorized access affecting Service Provider's infrastructure or its third-party providers.
- Acts of God, natural disasters, government actions, or other force majeure events as defined in the Force Majeure section.

In the event of a disruption caused by a third-party service provider, Service Provider will make commercially reasonable efforts to restore service as quickly as possible but shall not be held responsible for downtime or losses resulting from third-party failures.

10.0 Intellectual Property

10.1 Ownership of System and Services

Service Provider retains ownership of all rights, title, and interest in and to the Services and their components, including, but not limited to, software, algorithms, user interfaces, trade secrets, trademarks, documentation, and other proprietary materials developed or provided by Service Provider.

This Agreement does not transfer or assign any ownership rights to the Client. However, to support the Client's use of the Services, Service Provider grants the Client a limited, non-exclusive, non-transferable, and non-sublicensable license to access and use the Services solely for its internal operations and only for the duration of the active service relationship, subject to the terms and conditions of this Agreement.

10.2 Ownership of Client Data

The Client retains all rights, title, and interest in and to any and all data submitted to, stored within, or processed through the Services, including but not limited to:

- Patient health information (PHI).
- Imaging records and results.
- Operational, administrative, or practice-specific data.
- Any other information or content originating from or provided by the Client.

Service Provider does not acquire any ownership rights in Client Data. Access to Client Data by Service Provider will be strictly limited to what is necessary to deliver the Services under this Agreement or as otherwise expressly authorized in writing by the Client.

Upon termination of Services, Service Provider will return or provide access to all Client Data in a standard, usable format, in accordance with the procedures described in Section 8 (Data Retention, Migration, and Post-Termination).

10.3 Feedback and Improvements

If the Client provides suggestions, recommendations, enhancement requests, or other feedback related to the Services ("Feedback"), Service Provider may use such Feedback for any business purpose, including but not limited to improving, developing, or modifying the Services, without obligation, restriction, or compensation to the Client.

Service Provider will not publicly attribute any Feedback to the Client without the Client's prior written consent.

Any custom features, configurations, or enhancements developed by Service Provider at the Client's specific request and expense:

- Shall remain accessible to the Client during the active service term; and
- May, at Service Provider's sole discretion, be incorporated into its broader service offerings for other clients, provided that such use does not disclose any Client-identifiable information or proprietary practice patterns.

11.0 Warranty Disclaimers and Limitations of Liability

11.1 Service Warranties

- Service Provider warrants that the Services will perform substantially in accordance with the service descriptions provided in this Agreement and any associated documentation.
- However, Service Provider does not warrant that the Services will be uninterrupted or error-free.
- Service Provider will use commercially reasonable efforts to correct any material defects in the Services within a reasonable time after written notice from the Client.

11.2 Disclaimer of Warranties

EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

Service Provider DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,
- NON-INFRINGEMENT, AND
- ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

Service Provider DOES NOT WARRANT THAT THE SERVICES WILL MEET ALL OF THE CLIENT'S REQUIREMENTS OR THAT OPERATION OF THE SERVICES WILL BE ENTIRELY UNINTERRUPTED OR ERROR-FREE.

Service Provider EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY DATA PROVIDED BY THE CLIENT OR THIRD PARTIES AND PROCESSED THROUGH THE SERVICES.

11.3 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY:

- INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES,
- LOSS OF PROFITS, REVENUE, BUSINESS OPPORTUNITIES, DATA, OR GOODWILL,

ARISING OUT OF OR RELATED TO THE USE OR INABILITY TO USE THE SERVICES, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE), EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Service Provider's TOTAL CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT AND THE SERVICES SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY THE CLIENT TO Service Provider IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

The limitations and exclusions in this Section do not apply to:

1. Either party's indemnification obligations;
2. Liability for gross negligence, willful misconduct, or fraud;
3. Obligations arising under the Business Associate Agreement (BAA); or
4. Any liability that cannot be excluded or limited by applicable law.

12.0 Indemnification

12.1 Client Indemnification

The Client shall defend, indemnify, and hold harmless Service Provider, and its officers, directors, employees, contractors, and agents, from and against any and all third-party claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from or related to:

- Any breach of this Agreement by the Client or its authorized users;
- Any violation of applicable laws or regulations by the Client or its personnel;
- Any data, content, or materials submitted by the Client that infringe or misappropriate the intellectual property or privacy rights of a third party;
- The Client's clinical decisions, billing practices, or misuse of the Services.

This indemnity shall not apply to the extent any claim results from the negligence, gross negligence, or willful misconduct of Service Provider.

12.2 Service Provider Indemnification

Service Provider shall defend, indemnify, and hold harmless the Client, and its officers, directors, employees, and agents, from and against any third-party claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from:

- Claims that the Services, when used in accordance with this Agreement, infringe or misappropriate any U.S. intellectual property rights of a third party; or
- Data breaches caused by Service Provider's failure to implement and maintain commercially reasonable administrative, physical, and technical safeguards required under HIPAA or other applicable data privacy laws.

This indemnity does not apply if the claim arises from Client misuse, modifications, or unauthorized integrations of the Services.

12.3 Indemnification Procedures

The obligations in this Section are conditioned upon:

- The indemnified party providing prompt written notice of any claim (delay shall not relieve the indemnifying party unless materially prejudiced);
- The indemnified party providing reasonable cooperation in the defense;
- The indemnifying party having sole control of the defense and settlement, provided that it shall not settle any claim that (i) imposes a financial or regulatory obligation on the indemnified party, or (ii) admits fault on the indemnified party's behalf, without prior written consent (not to be unreasonably withheld).

12.4 Exclusive Remedy

The indemnification rights and remedies set forth in Section 12 of this Agreement shall be the sole and exclusive remedy of either party with respect to third-party claims described herein, except for claims arising from fraud, gross negligence, or willful misconduct, or where prohibited by applicable law.

12.5 Survival

The obligations under this Section 12 shall survive the expiration or termination of this Agreement.

13.0 Service Term & Termination

13.1 Client Termination

The Client may terminate this Agreement and discontinue use of the Services at any time, for any reason, by providing written notice to the Service Provider. Termination shall be effective thirty (30) days following the date of written notice, unless an earlier or later date is mutually agreed upon in writing by both parties.

13.2 Service Provider Termination

Service Provider may terminate this Agreement and discontinue the Services by providing the Client with at least thirty (30) days' prior written notice, unless a shorter period is necessary due to circumstances described under Section 13.3 (Termination for Cause).

13.3 Termination for Cause

Service Provider may terminate this Agreement immediately upon written notice to the Client if the Client:

- Materially breaches this Agreement and fails to cure the breach within fifteen (15) days of receiving written notice;
- Fails to make payment for any undisputed invoice that remains overdue by sixty (60) or more days, following written notice of delinquency;
- Becomes insolvent, files for bankruptcy, or makes an assignment for the benefit of creditors;
- Violates applicable healthcare laws or regulations in a manner that may expose Service Provider to legal liability or reputational harm;
- Engages in data misuse, unauthorized access, or fraudulent activity, including but not limited to PHI tampering or misrepresentation.

13.4 Mutual Termination

Either party may terminate this Agreement at any time by mutual written agreement of the parties, subject to the terms and conditions set forth herein.

13.5 Effect of Termination

Upon termination of this Agreement, for any reason:

- All rights and licenses granted to the Client under this Agreement shall immediately cease;
- The Client remains liable for any unpaid fees or charges incurred through the effective termination date;
- Service Provider will cease processing new data from the Client, but will retain previously stored Client data as outlined in Section 9 (Data Retention, Migration, and Post-Termination);
- Access to the Services and systems will be disabled unless otherwise agreed in writing;
- Previously stored Client data will remain accessible for a ninety (90)-day post-termination retrieval period, after which it will be deleted unless extended storage is contractually arranged.

13.6 Suspension of Services

Service Provider reserves the right to suspend access to the Services, in whole or in part, upon:

- Material breach by the Client (including non-payment) pending resolution;
- A good-faith belief that continued access may result in security risk, regulatory exposure, or misuse of the Services;
- Legal or regulatory obligations requiring immediate restriction or pause of service delivery.

13.7 Survival

The following provisions shall survive the termination or expiration of this Agreement:

- Any payment obligations incurred prior to termination;
- Sections governing confidentiality, data handling, intellectual property rights, indemnification, limitations of liability, and dispute resolution;
- Any other provisions which, by their nature or context, are intended to survive termination.

14.0 Force Majeure

14.1 No Liability for Force Majeure Events

Neither party shall be liable for any failure or delay in the performance of its obligations under the TOS if such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to:

- Acts of God (e.g., earthquakes, hurricanes, floods)
- Natural disasters
- War, terrorism, riots, or civil unrest
- Government actions, regulations, or restrictions
- Labor disputes or strikes
- Failures of internet service providers, telecommunications networks, or electrical power
- Cybersecurity incidents, including hacking or denial-of-service attacks

Service Provider shall use commercially reasonable efforts to resume performance.

14.2 Notice & Mitigation Efforts

- The affected party shall promptly notify the other party in writing of the force majeure event.
- The affected party shall use commercially reasonable efforts to minimize the impact and resume performance as soon as practicable.

14.3 Extended Force Majeure Events

If a force majeure event prevents Service Provider from performing a material portion of the Services for more than thirty (30) consecutive days, the Client may terminate the Agreement under Section 13.1 (Client Termination). During such an event, the Client's payment obligations shall be proportionately suspended based on the level of service disruption. In the event of partial service interruption, invoicing shall reflect only the unaffected portions of service, unless otherwise agreed in writing.

15.0 Governing Law & Dispute Resolution

15.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of law principles.

15.2 Jurisdiction and Venue

Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in:

- The state courts located in Seminole County, Florida, and;
- The federal courts of the Middle District of Florida, Orlando Division.

Each party irrevocably consents to the exclusive jurisdiction and venue of such courts and waives any objection to inconvenient forum.

15.3 Mediation Requirement

Before initiating arbitration or litigation, the parties agree to attempt good-faith resolution of any dispute through non-binding mediation with a mutually agreed-upon mediator.

- Mediation shall take place in Seminole County, Florida, unless otherwise agreed in writing.
- Mediation costs shall be shared equally by the parties unless otherwise agreed.
- If mediation does not result in resolution within sixty (60) days of initiation, either party may proceed to arbitration or litigation.
- If either party fails to participate in mediation within thirty (30) days of a written request, the dispute may proceed directly to arbitration or litigation.

15.4 Mandatory Arbitration for Financial Disputes

Any dispute, claim, or controversy between the Client and Service Provider relating to fees, charges, or payment obligations under this Agreement, where the total amount in controversy is less than \$100,000, shall be resolved exclusively through binding arbitration.

15.4.1 Arbitration Process

- Arbitration shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association (AAA).
- The arbitration shall be held in Seminole County, Florida, unless the parties agree to an alternative location or remote proceeding.
- The arbitration shall be conducted by a single arbitrator with experience in healthcare technology and commercial disputes.
- The arbitrator's decision shall be final and binding, with no appeal except as permitted under the Federal Arbitration Act.
- Each party shall bear its own arbitration costs, except that the prevailing party may recover its reasonable attorneys' fees and expenses.

15.4.2 Exception for Equitable Relief

Notwithstanding the arbitration requirement above, either party may seek injunctive or equitable relief in a court of competent jurisdiction for the following:

- Misuse or infringement of intellectual property;
- Breach of confidentiality or non-disclosure obligations;
- Unauthorized access, disclosure, or use of Protected Health Information (PHI) or other sensitive data;
- Other matters where delay in judicial relief would cause irreparable harm.

15.5 Litigation for High-Value Claims & Intellectual Property Disputes

The following disputes are not subject to mandatory arbitration and may be resolved through litigation as provided in Section 15.2:

- Disputes involving claims of \$100,000 or more;
- Claims involving intellectual property rights, trade secrets, or unauthorized use of the Services;
- Any action seeking injunctive or equitable relief.

15.6 Waiver of Class Actions

Each party waives any right to bring or participate in class actions, collective arbitration, or similar proceedings, to the fullest extent permitted by law.

This does not limit either party's right to pursue individual claims under applicable laws.

15.7 Attorney's Fees

In any arbitration, litigation, or other proceeding arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and related costs.

15.8 Waiver of Jury Trial

To the fullest extent permitted by law, the parties knowingly and voluntarily waive their right to a trial by jury in any legal proceeding arising out of or relating to this Agreement.

16.0 Miscellaneous Provisions

16.1 Entire Agreement

This Agreement, together with the Business Associate Agreement (Appendix B) and any exhibits or attachments incorporated by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, proposals, negotiations, or agreements, whether written or oral.

16.2 Amendment

Service Provider may amend this Agreement by posting updated terms on its website and providing notice to the Client. In such cases:

- Material changes to the Agreement will be communicated to the Client at least thirty (30) days prior to the effective date of the changes.
- Continued use of the Services after the effective date of such changes shall constitute the Client's acceptance of the modified Agreement.
- No other amendment or modification shall be valid unless in writing and signed by both parties.

16.3 Assignment

The Client may not assign or transfer this Agreement, in whole or in part, without the prior written consent of the Service Provider. Any attempted assignment in violation of this Section shall be null and void.

Service Provider may assign this Agreement, without the Client's consent, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that such assignment does not materially affect the Client's rights under this Agreement.

16.4 Severability

If any provision of this Agreement is determined to be unlawful, invalid, or unenforceable, that provision shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect.

16.5 Waiver

Failure by either party to enforce any right or provision under this Agreement shall not constitute a waiver unless the waiver is:

- In writing; and
- Signed by an authorized representative of the waiving party.

No waiver of any breach shall be deemed a waiver of any other or subsequent breach.

16.6 Notices

All notices under this Agreement shall be in writing and shall be deemed duly given:

- When personally delivered;
- When sent by confirmed email; or
- Three (3) business days after being sent by certified mail, return receipt requested, or overnight courier (e.g., FedEx) to the recipient's designated address.

Each party may update its notice address by providing written notice to the other party.

16.7 Relationship of the Parties

The parties are independent contractors and nothing in this Agreement shall be construed to create a partnership, joint venture, agency, fiduciary, or employment relationship between the parties.

Neither party is authorized to bind or obligate the other party without prior written consent.

17.0 Acceptance

By accessing and using the Services provided by Service Provider, the Client acknowledges that it understands and agrees to be bound by this Agreement, including all terms, conditions, and documents incorporated herein by reference.

The individual accepting this Agreement on behalf of the Client represents and warrants that they have the full legal authority to bind the Client to these Terms. If the individual does not have such authority, or does not agree to the terms, the Client must not use the Services.

Mammologix TOS Sample

18.0 Designated Contacts for Notices and Correspondence

For the Client

For the Service Provider

Primary Contact Name:

Primary Contact Name:

Title/Role:

Title/Role:

Email:

Email:

Phone:

Phone:

Mailing Address:

Mailing Address:

IN WITNESS WHEREOF, the parties have executed this Agreement as of :

Effective Date: *Insert Date (mm/dd/yyyy)* **(To be completed upon mutual signature)**

Authorized Representative (Client)

Authorized Representative (Service Provider)

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Overview

Service Category	Fee Type	Fee Range
Startup Fee	Per Site	\$500.00
Tracking & Clarification	Per Encounter	\$2.28
Lay Letter – Self Service	Per Digital Impression	\$0.65
Lay Letter – Premier	Per Printed Impression	\$1.12 + postage
Custom Inserts	Per Piece	\$0.30 – \$2.00
Programming Services	Per Hour	\$95/hr (estimate req.)

Custom Services

Out-of-Scope Services and Special Arrangements

Services not explicitly listed in this Appendix are not included under standard service provisions. Requests for such services may require a separate written agreement approved by both parties and may incur additional fees based on complexity and resource needs. **Estimates provided free of charge.** Work begins only after written approval. Minimums may apply depending on complexity.

Fee Basis: Invoiced per hour.

Fee: \$95 per Hour

Start-Up.

This one-time implementation fee covers all onboarding activities required to configure the Service Provider's systems and services for a new Client imaging site. The Start-Up Fee ensures proper setup of technical infrastructure, data workflows, user access, and custom communication assets to support compliance, operational efficiency, and patient engagement from day one.

Fee Basis: Invoiced per each imaging site.

Included Services (Part of Base Fee)

- Client Database Configuration**
 Creation of a dedicated client database environment for storing, organizing, and managing all relevant demographic and clinical data.
- Demographic & Clinical Data Integration**
 Structured onboarding of client-supplied patient demographic data and test result files into the Service Provider's processing workflow.
- Lay Letter Customization**
 Development of client-branded lay letter templates with imaging site-selected messaging, including access to MQSA-compliant template library or client-supplied content.
- User Access Setup**
 Configuration of login credentials, user roles, and permissions within the Client Portal and associated systems.

- **Online User Training**
Guided web-based training sessions for administrative and clinical users covering system access, workflow use, reporting tools, and support channels.
- **Secure Communication Channel Enablement**
Activation of encrypted messaging and document exchange features for correspondence and clarification workflows between Client and Service Provider.
- **Project Management & Quality Assurance Oversight**
Dedicated onboarding coordinator ensures accurate setup, timely delivery, and QA checks across all configured components.
- **Policy Alignment & Initial Compliance Review**
Mapping of Client's tracking and reporting structure against standard compliance requirements (e.g., MQSA, HIPAA) to ensure proper system alignment.

Fee: \$500.00 Each Site

Track.

Tracking

Breast Imaging Procedure Examinee Placed into Tracking in a systematic monitoring and documentation of a breast imaging patient across clinical events — including diagnostic results, recommended follow-ups, biopsies, and outcomes — to ensure timely care coordination, reduce lost-to-follow-up risk, and support regulatory and accreditation compliance. As defined in Section 1.1, each Encounter represents a single patient visit involving one or more breast imaging procedures.

Fee Basis: Invoiced per each encounter.

Included Services (Part of Base Fee)

- **Inbound Report Harvesting and Pre-Processing**
Secure retrieval and normalization of incoming reports from imaging, pathology, or EHR systems for structured use in compliance workflows.
- **Assisted Intelligence Event Management**
AI-supported tools and logic to classify, route, and manage clinical events accurately designed to assist human operators to improve outcomes tracking.
- **Demographic Data Processing and Validation**
Standardization and verification of patient demographic details to ensure consistency, eligibility accuracy, and record integrity.
- **Imaging Event Processing and Validation**
Automated intake and audit of mammographic imaging events, including modality data checks and validation for compliance and audit readiness.
- **Interventional Event Processing and Validation**
Intake and validation of biopsy and procedural events, ensuring accurate capture of coding and clinical pathway tracking.
- **Pathological Findings Processing and Validation**
Integration and structured validation of pathology reports, linking findings to prior imaging and interventional events for outcome correlation.
- **Overdue and Lost-to-Follow-Up Management**
Identification and tracking of patients needing follow-up, including personalized reminder communication, escalation logic, and audit documentation support.
- **Key Personnel Information Management**
Maintenance of credentials and roles for radiologists, technologists, and key staff to support regulatory reporting and site-level audit accuracy.
- **Standard Reporting Package**
Access to built-in Logix Hub reports for standard compliance, clinical audit, and operational review — aligned with MQSA, ACR, and basic daily department operational expectations.

Fee: \$2.28 Each Encounter

Clarification - Clinical Exception Review Coordination

When a patient's report includes incomplete, incongruent, or contradictory information that prevents proper follow-up, the Service Provider will initiate a structured exception-handling process. This ensures the patient's care path is accurately understood and executed in collaboration with the Client's healthcare team to safeguard clinical appropriateness, communication accuracy, and compliance integrity.

Fee Basis: Invoiced per each clarification.

Included Services (Part of Base Fee)

- **Exception Flagging**
Reports are flagged by system logic or review specialists when critical fields (e.g., BI-RADS, findings, procedure types, pathology, or demographic data) are missing, conflicting, or unclear.
- **Clinical Review Trigger**
An internal QA queue is activated, prompting manual inspection by a Mammologix clinical reviewer or escalation team.
- **Healthcare Team Notification**
A secure, documented notice is sent to designated imaging site contacts (e.g., radiologist, navigator, or compliance officer) requesting clarification or correction.
- **Response Integration**
Upon receiving verified input from the healthcare team, Mammologix updates the record, revalidates logic pathways (tracking, communication, compliance, etc.), and logs the resolution.
- **Final Verification & Audit Logging**
All actions taken are logged and auditable, ensuring transparency and traceability for internal QA, external audits, and regulatory compliance.

Fee: \$2.28 Each Clarification

Communicate.

Lay Letter Generation – Self-Service

This fee applies exclusively to the preparation of a digital lay letter file by the Service Provider on behalf of the Client. The letter is fully composed, formatted, and placed in the secure Client portal, where the **Client assumes responsibility for downloading, printing, and completing all mailing and distribution tasks.**

Each letter may serve as a:

- **Notification** of a recent exam result or clinical event.
- **Reminder** for recommended follow-up made 3 months ago or longer. Includes annual reminder letters.
- **Special Request** created upon request from the Client to deliver custom messages that fall outside of standard notification or reminder categories. These communications are designed to address specific operational, clinical, or patient engagement needs defined by the Client and are fully tailored for content, timing, and recipient audience.

Messaging is tailored to the Client's tracking and reporting setup, using either **Client-designed wording** or selections from a library of MQSA-compliant templates. All communications comply with applicable regulatory guidelines and support continuity of care.

Fee Basis: Invoiced per each digital impression.

Included Services (Part of Base Fee)

- **Custom Branded Letterhead & Messaging**
Includes a full-color imaging site logo, custom letterhead. Client may provide its own message text or select from a library of nearly 1,000 proven templates. These templates have been written to ensure compliant, patient-centered communication and successfully reviewed in MQSA inspections.
- **Job setup**
Includes end-to-end project oversight, job setup, quality assurance and audit checks, with no rush or expedited service fees and no minimum job charges.
- **Prepress & Data Services**
Preparation of files and data prior to making available via Client portal, include file review and preflight, graphic design or layout services, variable data setup, address list processing (such as CASS certification), data merging and variable imaging setup.

Fee: \$0.65 Each Digital Impression

Lay Letter Generation – Premier Service

This fee covers the **FULL-SERVICE** generation, printing, and mailing of a **customized patient communication letter** created and sent by the Service Provider on behalf of the Client. Letters are printed, quality-checked, inserted, metered, and mailed via a certified third-party mail vendor.

Each letter may serve as a:

- **Notification** of a recent exam result or clinical event.
- **Reminder** for recommended follow-up made 3 months ago or longer. Includes annual reminder letters.
- **Special Request** created upon request from the Client to deliver custom messages that fall outside of standard notification or reminder categories. These communications are designed to address specific operational, clinical, or patient engagement needs defined by the Client and are fully tailored for content, timing, and recipient audience.

Messaging is tailored to the Client's tracking and reporting setup, using either **Client-designed wording** or selections from a library of MQSA-compliant templates. All communications comply with applicable regulatory guidelines and support continuity of care.

Fee Basis: Invoiced per each printed impression.

Included Services (Part of Base Fee)

- **Custom Branded Letterhead, Envelopes & Messaging**
Includes a full-color imaging site logo, custom letterhead, and return address printed on a #10 window envelope. Client may provide its own message text or select from a library of nearly 1,000 proven templates. These templates have been written to ensure compliant, patient-centered communication and successfully reviewed in MQSA inspections.
- **Job setup**
Includes end-to-end project oversight, job setup, quality assurance and audit checks, with no rush or expedited service fees and no minimum job charges.
- **Prepress & Data Services**
Preparation of files and data prior to printing or mailing, including file review and preflight, graphic design or layout services, variable data setup, address list processing (such as CASS certification), barcode creation, data merging and variable imaging setup, and required postal or regulatory compliance formatting.
- **Printing & Imaging**
Printed materials, such as digital printing (per impression or per piece), full-color printing, variable data printing (VDP), and ink or toner usage.
- **Paper & Materials**
Physical consumables used in production, such as bright white 24-pound paper stock sized 8.5 × 11 inches and #10 windowed envelopes.
- **Lettershop Services**
Labor and machine services related to physical mail assembly, including inserting (automated or manual), matching for correct insert-to-envelope pairing, kit assembly, and envelope sealing.

Fee: \$1.12 Each Printed Impression

Postal & Delivery

This billing category includes services and fees related to the preparation, handling, and delivery of physical mailings generated on behalf of the Client. These services support secure, trackable, and regulatory-compliant communication with patients and partners.

Fee Basis: Invoiced according to the most current published rates by the U.S. Postal Service or applicable third-party carriers (e.g., FedEx, UPS), plus any applicable handling or processing charges.

Included Services (Part of Base Fee)

- **Metering**
Postage is digitally applied to each envelope using calibrated metering equipment to ensure accurate postage rates and eliminate the need for stamps or manual weighing.
- **Mail Piece Tracking & Reconciliation**
Each mail piece is tracked through barcoding and internal reconciliation systems to confirm printing, insertion, and mailing. Enables chain-of-custody documentation for audits or follow-up.
- **USPS Postage - First-Class**
Current posted meter postage cost for delivery through the U.S. Postal Service First Class under the appropriate class of mail based on content and regulatory requirements.
- **Certified Mail with Electronic Filing**
Used for critical or legally sensitive mailings (e.g., when Standard Operating Procedures indicate or as instructed by Client). Includes USPS Certified Mail services with electronic filing, delivery confirmation, and digital return receipt tracking — supporting compliance and audit readiness. Documentation linked to the patient's dispatch system record for rapid tracking.
- **International Postage**
Postage and customs processing for letters mailed outside the United States, including coordination with international mail regulations and delivery standards.
- **Courier & Freight Services (FedEx, UPS, etc.)**
Covers expedited or bulk deliveries via third-party carriers for time-sensitive or large-volume jobs. Includes service selection, packing, and shipping coordination.
- **Compliance & Postal Optimization**
Includes preparation of USPS documentation (e.g., mailing statements, postage manifests), consultation to optimize for efficiency, and specialized handling to meet HIPAA, MQSA, or accreditation standards.

Fee - Letters: Most Current U.S. Postal Service Published Meter Rate Each Letter

Fee - Packages: Most Current Third-Party Carrier Published Rate Each Package

Compliance.

Compliance & Accreditation Support

Mammologix provides comprehensive tools, documentation, and workflow solutions to help clients maintain readiness for inspections, uphold accreditation standards, and demonstrate regulatory compliance across leading breast imaging oversight bodies. These services are fully integrated into our tracking and reporting infrastructure and require no additional fees unless custom formats or submissions are requested.

Fee Basis: Included at No Additional Charge as Part of Standard Tracking Service

Included Services (Part of Base Fee)

- **FDA – MQSA Compliance Support**
Mammologix supports compliance with the Mammography Quality Standards Act (MQSA), as enforced by the FDA. Services include preparation for annual inspections, mammography outcome auditing (MMOA), and comprehensive documentation tracking required for MQSA adherence, including providing a facilitative role in its Enhancing Quality Using the Inspection Program (EQUIP) initiative.
- **American College of Radiology (ACR) Accreditation**
Facilities pursuing or maintaining ACR accreditation benefit from integrated audit tools and standardized reporting packages aligned with ACR criteria. Support includes recall rates, cancer detection indicators, and quality control data tracking for accreditation submission readiness.
- **National Quality Measures for Breast Centers (NQMBC)**
Mammologix provides tracking and reporting aligned with NQMBC quality benchmarks. Clients can generate

structured data reflecting performance across key patient care and operational indicators used for national benchmarking.

- **National Accreditation Program for Breast Centers (NAPBC)**

Assistance includes data preparation and structured documentation that supports NAPBC standards, helping clients demonstrate compliance across the multidisciplinary coordination and care pathway requirements expected of accredited breast centers.

- **General Compliance Support (State, Professional, and Custom Standards)**

Mammologix tools and services also support compliance with applicable state health department requirements, as well as internal or external quality programs informed by professional organizations (e.g., ASBrS, SBI, or CMS guidelines). Custom compliance reporting may be configured upon request. Note: Additional fees for custom formats or submissions requested may be applicable (Refer to Supplemental Services Fee: Custom Programming & Configuration)

Fee: Included at No Additional Charge

Navigate.

Overdue Inquiry Tracking System

The Overdue Inquiry Tracking System provides a streamlined, regulatory-compliant mechanism to follow up on patients who may have missed recommended breast imaging or interventional procedures. The Mammologix platform generates a fax-ready inquiry form identifying patients with unresolved follow-up. The form includes detailed case data, checkboxes for common follow-up statuses (e.g., refusal, rescheduled, completed elsewhere), and space for comments. The client can respond directly by faxing the completed form back to the Client or to Mammologix, as its proxy. This tool supports MQSA-required documentation under 21 CFR § 900.12(f)(1) and enhances patient safety by ensuring no clinical recommendations are lost to follow-up.

Fee Basis: Included at No Additional Charge as Part of Standard Tracking Services

Fee: Included at No Additional Charge

Novissimus Follow-Up Navigator

The Novissimus Follow-Up Navigator is a dynamic, interactive module within the Mammologix platform that enables clients to manage patient tracking workflows proactively. Designed to support timely, personalized patient follow-up, the Navigator allows users to log actions they have taken (e.g., phone calls, provider consultations), set reminders for next steps, and securely communicate patient status updates back to Mammologix. This tool is enhanced with data mining capabilities, optional human-reviewed AI support, and custom configuration options aligned with the client's internal follow-up policies. Novissimus ensures accountability, improves coordination, and preserves a documented trail of outreach efforts — all within a HIPAA-compliant environment.

Fee Basis: Included at No Additional Charge as Part of Standard Tracking Services

Fee: Included at No Additional Charge

Custom Patient Navigation Services

This service includes tailored patient navigation activities designed to support the Client's compliance, outreach, and clinical care goals. Services may involve data mining and segmentation, AI-assisted review with human oversight, personalized communication, patient-specific education delivery, appointment coordination, escalation workflows, and any necessary custom programming to support specialized navigation logic or integration with the Client's systems. All navigation efforts are documented for audit readiness, and configurations are determined in collaboration with the Client to ensure workflow alignment and measurable outcomes. Subject to custom proposal following assessment of Client requirements.

Fee Basis: Invoiced based on method, complexity, and frequency of interaction.

Fee: Subject to client proposal

Note: A one-time set-up fee may apply based on scope and integration needs.

Supplemental Services.

Supplemental Services are service items delivered in response to specific Client needs such as operational optimization, workflow adaptation, or compliance refinement. These services address specialized workflows, one-time projects, or regulatory customizations that require additional planning, labor, or technical configuration beyond standard service provisions. All fees invoiced per itemized service instance, unless otherwise noted.

> Custom Printed Communication Letter Inserts

This service covers the design, preparation, and printing of customized informational or promotional inserts included with patient communications. Inserts may be personalized with patient-specific data or produced as general-purpose materials, based on the Client's needs. Available in full color and barcoded for insertion tracking and audit recordkeeping. Artwork and layout design services are included, or Client-provided files may be used.

Fee Basis: Invoiced per each printed insert.

Fee: \$0.30 - \$2.00 per Piece

Note: A one-time set-up fee may apply based on scope and integration needs.

> Custom Programming & Configuration

Custom Programming & Configuration services include development work performed at the Client's request to modify or enhance system functionality, design workflows, or implement tailored features outside of the standard service offering. This may include custom scripting, report logic adjustments, data handling automation, or user interface modifications.

Fee Basis: Invoiced at hourly rate based on actual time incurred. A free estimate will be provided upon request. Work will not begin without prior written approval from the Client. Client will be invoiced for all time incurred upon mutual written agreement to scope and estimate. Any time overruns will be communicated immediately and subject to additional approval.

Fee: \$95.00 per Each Hour

> Hand Matching Services & Record Keeping

Labor to manually match variable documents or inserts to corresponding letters when machine matching is not feasible or indicated. Includes quality assurance and, where applicable, barcode verification for audit traceability.

Fee Basis: Invoiced per piece.

Fee: \$1.00 per Piece Matched & Documented

>LDCT (Low-Dose CT) Patient Tracking

Includes structured monitoring of clinical events, result follow-up, and outcome documentation. The system ensures that patients recommended for annual LDCT scans are not lost to follow-up and that diagnostic pathways are clearly documented to support compliance with Medicare guidelines, Lung-RADS™ categorization, and quality assurance measures.

Eligibility: Requires active subscription to Mammography Tracking service

Fee Basis: Invoiced at a flat monthly rate per imaging site.

Included Services (Part of Base Fee):

- Intake and validation of LDCT radiology reports
- Lung-RADS™ score capture and structured tracking
- Monitoring for due, overdue, and lost-to-follow-up cases
- Clarification escalation for ambiguous or incomplete data
- CMS registry support and compliance documentation
- *Optional patient letters are available as an additional service under the Supplemental Services Fee: Lay Letter Communication section, and are not included in the base tracking fee.*

Fee: \$15.00 per Month

> Variable Printing Reports & Miscellaneous Materials

Full-color (CMYK) digital printing of 8.5" × 11" reports and other requested materials onto #24 white bond paper. Includes variable data integration for patient-specific personalization, imaging site branding (e.g., logos or letterhead), and prepress setup services. Printing is optimized for clarity, compliance, and seamless insertion into mailing workflows.

Fee Basis: Invoiced per printed page.

Fee: 0.35 per Page

Service Exclusions & Special Arrangements

Services Outside Standard Scope

Only the services explicitly listed in this Fee Schedule (Appendix A) are included in the Client's standard engagement with Mammologix. Any service not specifically described or priced herein is considered outside the scope of standard service delivery. Additional services—whether requested by the Client or proposed by the Service Provider—may require a separate written agreement, signed and approved by both parties, and may incur additional fees based on the nature, complexity, and resource requirements of the request.

Appendix A - Change Log

Date	Version	Description of Change	Affecting
2026-01-02	v31.0	Draft for review of 2026 TOS	All
2026-01-05	v31.1	Final Version of 2026 TOS for Release	All

APPENDIX B BUSINESS ASSOCIATE AGREEMENT (BAA)

This Business Associate Agreement ("Agreement") is provided by Mammologix, LLC, a Florida limited liability company doing business as I/O Trak, Incorporated ("Business Associate"). It is based on the official sample provisions published by the U.S. Department of Health and Human Services (HHS) and is designed to comply with the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 ("HIPAA Rules").

This Agreement may be used in one of the following ways:

1. **Adoption as-is:** The Covered Entity may adopt this BAA without changes.
2. **Imaging site Customization:** The Covered Entity may request modifications to meet internal policies, procedures, or state-specific compliance obligations. Service Provider will review and incorporate mutually agreeable changes.
3. **Use of Existing BAA:** The Covered Entity may substitute its own approved Business Associate Agreement, provided it meets the minimum requirements of the HIPAA Rules.

If no alternative version is submitted, this Agreement shall be deemed accepted and enforceable as of the Effective Date.

Mammologix TOS Sample

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between Mammologix, LLC, a Florida limited liability company doing business as I/O Trak, Incorporated ("Business Associate"), and (To be completed upon mutual signature)

("Covered Entity") .

1. **DEFINITIONS** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (PHI), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
 - (a) "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103 and refers to Mammologix, LLC d/b/a I/O Trak.
 - (b) "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103 and refers to [Insert Name of Covered Entity].
 - (c) "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE** Business Associate agrees to:
 - (a) Not use or disclose PHI other than as permitted or required by this Agreement or as required by law;
 - (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;
 - (c) Report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including: Breaches of unsecured PHI as required at 45 CFR 164.410 within **five (5) business days** of discovery; and Any successful security incident **immediately upon discovery**; unsuccessful attempts shall be reported quarterly upon request.
 - (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, and shall be held accountable for their compliance.
 - (e) Make available PHI in a designated record set to the Covered Entity or the Individual, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524. (f) Make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526.
 - (g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or the Individual, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.
 - (h) To the extent Business Associate carries out Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
 - (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.
 - (j) Limit all uses, disclosures, and requests for PHI to the minimum necessary and enforce this principle through internal training and controls.
- **PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**
 - (a) Business Associate may use or disclose PHI as necessary to perform the services set forth in the Service Agreement (Terms of Service);
 - (b) Business Associate may use or disclose PHI as required by law;
 - (c) Business Associate agrees to make uses, disclosures, and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures;
 - (d) Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for:
 - (e) Business Associate may use PHI for the proper management and administration of the Business Associate;
 - (f) Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out its legal responsibilities, provided that:
 - (i) the disclosures are required by law, or
 - (ii) Business Associate obtains reasonable assurances from the recipient that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed, and the recipient notifies Business Associate of any breaches of confidentiality;
 - (g) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity;
 - (h) Business Associate may use de-identified information in accordance with 45 CFR 164.514(a)-(c), provided no such data will be sold or disclosed for commercial purposes without prior written consent from Covered Entity.

- **PROVISIONS FOR COVERED ENTITY TO INFORM BUSINESS ASSOCIATE** (a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices under 45 CFR 164.520; (b) Covered Entity shall notify Business Associate of any changes in or revocation of an individual's authorization to use or disclose PHI; (c) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI agreed to under 45 CFR 164.522.
- **TERM AND TERMINATION**
 - (a) Term: This Agreement is effective as of Effective Date and remains in effect until terminated in accordance with this section.
 - (b) Termination for Cause: Covered Entity may terminate this Agreement if it determines that Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach within a reasonable time.
 - (c) Obligations Upon Termination:
 - Business Associate shall return or, if agreed to by Covered Entity, securely destroy all PHI received from Covered Entity that the Business Associate still maintains in any form.
 - If return or destruction is not feasible, Business Associate shall provide written notice and extend all protections of this Agreement to such PHI.
 - (d) Survival: The obligations of Business Associate under this Section shall survive the termination of this Agreement.
- **MISCELLANEOUS**
 - (a) Regulatory References: A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
 - (b) Amendment: The parties agree to amend this Agreement as necessary to comply with the HIPAA Rules and applicable law.
 - (c) Interpretation: Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
 - (d) Governing Law: This Agreement shall be governed by the laws of the State of Florida.
 - (e) Severability: If any provision is held invalid, the remainder shall continue in full force.
 - (f) No Third-Party Beneficiaries: Nothing in this Agreement shall confer any rights on persons not party to this Agreement.
 - (g) Equitable Relief: Covered Entity may seek injunctive relief for any unauthorized use or disclosure of PHI.

IN WITNESS WHEREOF, the parties have executed this Agreement as of :

Effective Date: *Insert Date (mm/dd/yyyy)* (To be completed upon mutual signature)

Authorized Representative (Covered Entity)

Authorized Representative (Business Associate)

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____