

MASTER SERVICES AGREEMENT

Enterprise Healthcare SaaS Agreement Template

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Maintained by	Altnetix LLC Security & Compliance Team
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1. Parties and Definitions

This Master Services Agreement ("MSA") is entered into between Altnetix LLC, a Georgia limited liability company ("Provider"), and the subscribing healthcare organization identified in the applicable Order Form ("Customer"). Together, Provider and Customer are referred to as the "Parties."

Key Definitions

- "Services" — the VitaAI SaaS platform and any related professional services described in an Order Form.
- "PHI" — Protected Health Information as defined under HIPAA, 45 CFR §160.103.
- "Subscription Term" — the period specified in an Order Form during which Customer may access the Services.
- "Confidential Information" — all non-public business, technical, financial, and clinical information disclosed between the Parties.

2. Services and License Grant

Provider grants Customer a non-exclusive, non-transferable, subscription-based license to access and use the Services for Customer's internal healthcare operations during the Subscription Term. All licenses are limited to the number of authorized users specified in the applicable Order Form.

3. Customer Responsibilities

- Maintain accurate user accounts and promptly deprovision departing workforce members
- Ensure all users complete required HIPAA training and comply with this MSA
- Provide accurate configuration data and cooperate reasonably in implementation
- Notify Provider within 24 hours of any suspected security incident or unauthorized access
- Maintain required professional licenses and credentials for clinical users

4. Data Protection and HIPAA

Where Customer is a Covered Entity and Provider processes PHI on Customer's behalf, the Parties shall execute a Business Associate Agreement (BAA) as required by 45 CFR §164.504(e). The BAA is incorporated into this MSA by reference. Provider shall:

- Implement HIPAA-required administrative, physical, and technical safeguards
- Report PHI breaches to Customer within 60 days of discovery per HITECH §13402
- Make PHI available for patient rights requests within required timeframes
- Return or destroy all PHI within 90 days following MSA termination
- Ensure all subcontractors handling PHI execute appropriate BAAs

5. Fees and Payment

Customer shall pay all fees specified in the applicable Order Form. Invoices are due net-30 from invoice date. Fees are non-refundable except as expressly provided herein. Provider may increase subscription fees on 90 days written notice; Customer may terminate without penalty if price increase exceeds 7% in any 12-month period.

6. Confidentiality

Each Party shall protect the other's Confidential Information using at least the same degree of care it uses for its own confidential information, but no less than reasonable care. Confidential Information may be disclosed only to employees or contractors with a need to know and under obligations of confidentiality at least as protective as this MSA. Obligations survive for 5 years following disclosure.

7. Service Level Agreement

Uptime Commitment

Provider targets 99.9% monthly uptime for production environments, measured excluding scheduled maintenance windows (maximum 4 hours/month, 48 hours advance notice). Service credits are available for availability below SLA thresholds as detailed in the applicable Order Form.

8. Intellectual Property

Provider retains all right, title, and interest in the Services, Platform, AI models, and all related intellectual property. Customer retains ownership of its own data and PHI. No license is granted beyond the limited access right described in Section 2. Customer feedback may be used by Provider to improve the Services without compensation.

9. Term, Termination, and Effect

This MSA is effective on the Order Form execution date and continues for the Subscription Term unless terminated earlier. Either Party may terminate for material breach on 30 days written notice if the breach is not cured within that period. Provider may terminate immediately for non-payment after 10 days written notice or for Customer's material HIPAA violation.

10. Limitation of Liability and Warranties

PROVIDER WARRANTS THAT THE SERVICES WILL PERFORM SUBSTANTIALLY AS DESCRIBED IN THE DOCUMENTATION. PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. CLINICAL DECISION SUPPORT FEATURES ARE INFORMATIONAL ONLY. EACH PARTY'S AGGREGATE LIABILITY IS LIMITED TO FEES PAID IN THE 12 MONTHS PRECEDING THE CLAIM.