MASTER SOFTWARE AS A SERVICE AND SERVICES AGREEMENT

Aesthetic Influence, LLC

This Master Software as a Service and Services Agreement (this "Agreement") is entered into as of the Effective Date stated in the Order Form by Aesthetic Influence, LLC, a Florida limited liability company ("Aesthetic Influence"), and the entity identified as Customer in the Order Form ("Customer"). Each is a "party".

Recitals. Aesthetic Influence provides a software platform and related education, consulting, implementation, and marketing services to aesthetic medical practices. Customer owns or operates one or more practice locations, engages licensed practitioners, and is solely responsible for the clinical care delivered at those locations. Customer's use of the Platform involves Protected Health Information, so the parties are executing a Business Associate Agreement concurrently and it is a required part of this Agreement. Aesthetic Influence does not practice medicine or any other licensed profession, does not direct clinical judgment, and does not provide legal, medical, clinical, coding, billing, reimbursement, tax, accounting, or insurance advice. In consideration of the mutual covenants below, the parties agree as follows.

ARTICLE 1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms. Terms defined elsewhere in this Agreement, in an Order Form, or in an Exhibit have the meanings given there. In this Agreement:

"**Affiliate**" means an entity that controls, is controlled by, or is under common control with a party, where control means ownership of more than fifty percent of the voting interests or the power to direct management and policies. No professional entity, practice entity, management services organization, or Practitioner of Customer is an Affiliate of Aesthetic Influence, and Aesthetic Influence has no ownership of, and exercises no control over, any of them.

"**Agreement**" means this master agreement together with each Order Form, Statement of Work, Exhibit, and Schedule incorporated into it.

"**AI Feature**" means any feature of the Platform that uses artificial intelligence, machine learning, natural language processing, automated speech recognition, automated transcription, automated summarization, or a large language model.

"**Anti-Kickback Laws**" means the federal Anti-Kickback Statute, the Eliminating Kickbacks in Recovery Act, the federal civil monetary penalty provisions governing beneficiary inducement, the Florida Patient Brokering Act, the Florida statutes governing fee splitting by licensed practitioners, and any other law prohibiting remuneration for patient referrals or fee splitting by licensed practitioners.

"**Applicable Law**" means all laws, regulations, binding guidance, orders, and judgments applicable to a party or its performance, including Healthcare Laws, Privacy Laws, Communications Laws, Anti-Kickback Laws, and Consumer Protection Laws.

"**Authorized User**" means an individual worker or Practitioner of Customer, or of an Affiliate named in an Order Form, whom Customer authorizes to use the Platform through an individually assigned User Account, within the applicable Subscription and Usage Limits. It excludes any competitor of Aesthetic Influence and any person conducting competitive analysis.

"**Business Associate Agreement**" means the agreement at Exhibit A, executed concurrently with this Agreement.

"**Cash Price**" and "**Credit Price**" mean, respectively, the total payable for a Program if paid in full, and the total payable if Customer elects a payment plan, each as stated in the Order Form.

"**Charting Record**" means any consultation note, assessment, plan, follow up note, facial or body chart, annotation, or skincare regimen created or stored through the Platform.

"**Claim**" means any claim, demand, action, proceeding, investigation, arbitration, inquiry, or cause of action, actual or threatened.

"**Communications Laws**" means the Telephone Consumer Protection Act and its regulations, the CAN-SPAM Act, the Florida Telephone Solicitation Act, State telemarketing, do not call, automatic dialing, and text messaging statutes, State call recording and wiretapping statutes, and any other law governing the initiation, content, timing, or recording of communications.

"**Confidential Information**" means non public information disclosed by a party that is marked confidential or that reasonably should be understood to be confidential, including the terms of this Agreement and each Order Form, pricing, the Platform, its non public functionality and security information, Customer Data, Customer Materials, and each party's business and financial information.

"**Consent Document**" means any patient facing consent, authorization, acknowledgment, disclosure, or release created, uploaded, configured, hosted, version pinned, transmitted, or executed through the Platform, including any HIPAA authorization and any photograph, marketing, or recording consent.

"**Consumer Protection Laws**" means the Federal Trade Commission Act, the Florida Deceptive and Unfair Trade Practices Act, and State consumer protection, advertising substantiation, automatic renewal, retail instalment sales, and consumer credit statutes.

"**Customer Data**" means information submitted to, generated within, or transmitted through the Platform by or for Customer, its Authorized Users, or its Patients, including Protected Health Information, Treatment Plans, Charting Records, Patient Media, Consent Documents, Practitioner Signatures, and Patient contact records. It excludes the Platform, the Documentation, Usage Data, and De-Identified Data.

"**Customer Materials**" means content, media, logos, marks, templates, protocols, scripts, price lists, and other materials Customer uploads to or configures within the Platform, other than Customer Data.

"**Customer Systems**" means the networks, connectivity, devices, browsers, credentials, and third party systems Customer uses to access the Platform, and any Third-Party Service Customer connects.

"**De-Identified Data**" means data derived from Customer Data or Usage Data that has been de identified in accordance with 45 C.F.R. 164.514(b).

"**Deliverable**" means any report, analysis, dashboard, template, creative asset, campaign material, curriculum, playbook, configuration, or other work product prepared or delivered by Aesthetic Influence in the course of performing Professional Services or Marketing Services.

"**Documentation**" means the then current user guides, help content, technical specifications, service level terms, security standards, subprocessor list, acceptable use policy, Services Description, designation of modules supported for Protected Health Information, register of AI Features, retention schedule, fee schedule, and copyright agent designation, and any other material that Aesthetic Influence makes generally available and

identifies as forming part of the Documentation. It excludes marketing material, demonstrations, and roadmaps.

"**Fees**" means all amounts payable by Customer under this Agreement, including Program Fees, Membership Fees, Marketing Services fees, Professional Services fees, and overage and true up amounts. Taxes and interest are payable in addition to Fees and are not Fees for the purposes of Article 17.

"**Guarantee**" means the commitment in the Guarantee Rider at Exhibit B, which applies only where an Order Form so states.

"**Healthcare Laws**" means HIPAA, the HITECH Act, the Federal Food, Drug, and Cosmetic Act, State practice acts, corporate practice of medicine doctrines, medical spa and office surgery rules, pharmacy and compounding laws, medical record retention and access laws, patient consent laws, discount medical plan organization laws, Anti-Kickback Laws, and any other law governing the delivery, documentation, payment for, or advertising of health care.

"**HIPAA**" means the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, the HITECH Act, and the regulations at 45 C.F.R. Parts 160, 162, and 164, each as amended.

"**Intellectual Property Rights**" means all patent, copyright, trademark, trade secret, database, moral, publicity, and other intellectual property rights in any jurisdiction.

"**Licensed Location**" means each physical practice location of Customer identified in an Order Form. Access is licensed per location.

"**Marketing Services**" means the patient acquisition and advertising services described in the Documentation, where an Order Form includes them.

"**Membership Fee**" and "**Membership Term**" mean, respectively, the monthly fee stated in the Order Form and the month to month period following the Program Term during which it is payable.

"**Notice**" means a written communication given under Section 23.6.

"**Order Form**" means an ordering document executed by both parties stating the Program, Licensed Locations, entitlements, Usage Limits, Fees, payment structure, Membership Fee, Guarantee election, Data Location Election, and any agreed variation.

"**Output**" means the information, content, media, analytics, benchmarks, models, model parameters and weights, embeddings, and other data or artefacts, excluding Customer Data, that are developed, derived, generated by, resident in, or resulting from the operation of the Platform or the performance of the Services, including all Deliverables.

"**Patient**" means an individual who is or may become a patient of Customer and whose information is processed through the Platform.

"**Patient Communication**" means any message, notification, reminder, Treatment Plan, invoice, call, or other communication transmitted to a Patient through or in connection with the Platform.

"**Patient Media**" means any photograph, image, video, audio recording, chart, markup, or annotation depicting, recording, or relating to an identifiable Patient that is captured by, uploaded to, or stored on the Platform.

"**Payment Processor**" means a payment services provider with which Customer holds a merchant account and which Customer connects to the Platform.

"**Permitted Use**" means access to and use of the Platform by Authorized Users at Licensed Locations, solely for Customer's own internal business operations in operating its practice, in accordance with this Agreement, the Order Form, the Documentation, and Applicable Law.

"**Personal Information**" means information relating to an identified or identifiable individual that is subject to a Privacy Law, and includes Protected Health Information where a Privacy Law applies to it.

"**Platform**" means the hosted software platform made available under this Agreement, including the Practice Lab and 10K Consult environments, the mobile applications, the administrative consoles, the interfaces through which an Authorized User presents material to a Patient, and all functionality within them, as modified from time to time.

"**Practitioner**" means a physician, physician assistant, advanced practice registered nurse, registered nurse, aesthetician, or other individual licensed, certified, or registered to deliver or supervise health care or aesthetic services, employed or engaged by Customer.

"**Practitioner Signature**" means any electronic representation of a Practitioner's signature captured, stored, or applied through the Platform.

"**Privacy Laws**" means HIPAA, State medical privacy and confidentiality laws, State comprehensive consumer privacy statutes, State consumer health data, biometric, and breach notification statutes, and laws governing tracking technologies and session recording.

"**Professional Services**" means implementation, onboarding, configuration, training, migration, advisory, and other project based services described in an Order Form or Statement of Work.

"**Program**", "**Program Fee**", and "**Program Term**" mean, respectively, the installation and advisory programme in the Program Tier stated in the Order Form, the fee payable for it, and a term equal to the Platform Access Period.

"**Program Start Date**" means the Service Commencement Date or, where access is released on satisfaction of a condition under Section 2.5, the date access is released.

"**Protected Health Information**" or "**PHI**" has the meaning given in 45 C.F.R. 160.103, limited to information created, received, maintained, or transmitted by Aesthetic Influence for or on behalf of Customer.

"**Restricted Function**" means any Platform function Aesthetic Influence designates as requiring elevated authorization, including application of a Practitioner Signature, configuration of custom package pricing, modification of a Consent Document, configuration of the Treatment Plan disclaimer, and bulk export of Customer Data.

"**Security Incident**" means a confirmed unauthorized access to, acquisition of, use of, disclosure of, alteration of, or destruction of Customer Data within Aesthetic Influence's systems. Unsuccessful attempts that do not result in unauthorized access, including pings, port scans, unsuccessful log on attempts, and blocked malware, are not Security Incidents, and notice of them is given by this sentence.

"**Service Commencement Date**" means the date stated in the Order Form on which access begins or, if none, the date Aesthetic Influence first provisions Customer's account.

"**Services**" means the Platform access, Professional Services, support, Marketing Services, and all other services provided under this Agreement.

"**Statement of Work**" means a project document executed by both parties describing Professional Services, deliverables, assumptions, and timing.

"**Subprocessor**" means a third party engaged by Aesthetic Influence to process Customer Data, as identified in the subprocessor list forming part of the Documentation.

"**Subscription**" and "**Subscription Term**" mean, respectively, Customer's right of access for the Licensed Locations, entitlements, modules, and Usage Limits stated in an Order Form, and the Program Term together with each Membership Term or renewal term then in effect.

"**Taxes**" means all sales, use, excise, value added, gross receipts, digital services, communications, transaction, and withholding taxes, other than taxes on Aesthetic Influence's net income.

"**Third-Party Service**" means any application, service, integration, content source, payment processor, financing provider, communications provider, or artificial intelligence provider supplied by a person other than Aesthetic Influence that is made available through, connected to, or used with the Platform.

"**Treatment Plan**" means the patient facing proposal or treatment plan generated through the Platform, including its itemized services, pricing, schedule, disclaimer, and signature and acknowledgment blocks.

"**Usage Data**" means technical and operational data generated by the operation, access, use, or support of the Platform, including logs, telemetry, performance and diagnostic information, and aggregate utilization metrics. It excludes the content of any Treatment Plan, Charting Record, Consent Document, Patient Media, or Patient Communication.

"**Usage Limits**" means the quantitative limits applicable to a Subscription, including limits on Licensed Locations, Authorized Users, records, storage, messages, and AI Feature requests, stated in an Order Form or the Documentation.

"**User Account**" means a uniquely identified and individually assigned credential set enabling an Authorized User to access the Platform.

1.2 Interpretation. Headings are for convenience only. "Including" is illustrative and not limiting. The singular includes the plural. A reference to a statute includes any amendment or successor and any implementing rules. "Writing" includes email and electronic records except where a signed writing is required. Days are calendar days unless business days are specified. No rule of construction resolving ambiguity against the drafter applies, the parties having negotiated with the opportunity to obtain counsel.

1.3 Order of Precedence. In a conflict, the following order applies: the Business Associate Agreement, as to Protected Health Information only; the applicable Order Form or Statement of Work, as to the commercial terms it states and only where it expressly varies a numbered provision of this Agreement; the Exhibits; this master agreement; then the Documentation. No preprinted or additional term in any purchase order, procurement portal, vendor registration form, supplier intake form, or invoice portal issued by Customer has any effect, and each is rejected, even if referenced in an Order Form or submitted with a payment unless approved in writing by Aesthetic Influence.

ARTICLE 2. STRUCTURE AND ORDERING

2.1 Structure. This Agreement sets the legal terms. Each Order Form and Statement of Work states the commercial terms and is incorporated on execution by both parties. This Agreement does not oblige Aesthetic Influence to provide any Service or to continue any feature except as an executed Order Form states. No proposal, quotation, pricing page, configurator, demonstration,

email, or implementation plan binds Aesthetic Influence unless incorporated into an executed Order Form.

2.2 Affiliates and Entity Structure. An Affiliate of Customer may access the Platform only if named in an Order Form. Customer is jointly and severally liable for each named Affiliate, no Affiliate is a third party beneficiary except as Section 16.1 and Section 23.14 provide, and entitlements may not be pooled or reallocated among Customer and its Affiliates. Where Customer operates through a management services organization or comparable structure, the Order Form will identify the contracting entity, each named Affiliate, and the entity that is the covered entity for the Business Associate Agreement. Customer represents that its structure complies with the corporate practice of medicine requirements of each State in which a Licensed Location operates.

2.3 Changes and Equitable Adjustment. Any change to an executed Order Form or Statement of Work must be documented in a signed amendment or change order. Aesthetic Influence may decline a requested change or condition acceptance on adjustments to Fees, timelines, or scope, and has no obligation to perform requested work until a change order is executed. If Customer supplied incomplete or inaccurate requirements, failed a dependency, changed its environment, or added users, locations, or Affiliates, Aesthetic Influence may propose an equitable adjustment to scope, Fees, or timing, may pause the affected work pending agreement, and any resulting delay is a Customer caused delay for the purposes of Section 4.19 and the Guarantee Rider. Aesthetic Influence's obligations under this Agreement are expressly conditioned upon Customer providing the cooperation, decisions, approvals, information, content, access, and personnel that performance requires, and Customer's failure to do so is a failure of a condition precedent and not merely an excuse for delay. A Schedule or Statement of Work may be amended by email exchange between the individuals each party designates in writing for that purpose, provided that no such exchange may alter the scope of a Service, the Fees, the payment terms, any compliance obligation, or any provision of Articles 10 through 13 or Articles 15 through 19, each of which requires a signed amendment.

2.4 Product Evolution. Aesthetic Influence may modify the Platform, the Documentation, support processes, hosting, features, workflows, and interfaces, provided it does not materially reduce the core functionality identified in the applicable Order Form during the then current Subscription Term. Customer acknowledges that the Platform is a standardized multi tenant service that evolves, and that Aesthetic Influence retains discretion over its design, architecture, and release sequencing.

2.5 Conditions to Effectiveness. Aesthetic Influence has no obligation to provision Customer's account until each of the following is complete: both parties have executed the Business Associate Agreement in a form materially as set out at Exhibit A; the individual named as guarantor at A.2 of the Order Form has signed Part I of the Order Form, the personal guaranty, by a signature separate from Customer's execution of the Order Form; Customer has delivered the consent to electronic records required by Section 5.16; Customer has executed the acknowledgments at Article 24; and Customer has paid the amount due on execution. If these are not satisfied within thirty days after the Effective Date, Aesthetic Influence may terminate this Agreement on Notice and Section 6.12 governs any amount already paid.

ARTICLE 3. GRANT, ACCESS, AND RESTRICTIONS

3.1 Grant. Subject to this Agreement, the Order Form, payment of Fees, and continued compliance with the Permitted Use, Aesthetic Influence grants Customer a limited, non exclusive, non transferable, non sublicensable right, revocable only as Article 9 or Article 18 provides, for its Authorized Users to access and use the Platform and the Documentation at the Licensed Locations for the Permitted Use during the Subscription Term. This is hosted access only. It transfers no ownership and confers no right to any copy of the software or to source code. All rights not expressly granted are reserved.

3.2 Licensed Locations. Each Licensed Location must be identified in an Order Form by name and street address, and Fees are calculated by reference to the number of them. Customer may add a location only by executing a revised Order Form. Customer will not permit the Platform to be used in connection with the operations of any location that is not a Licensed Location, whether by remote access, shared credentials, aggregated reporting, or otherwise. If Customer closes or divests a Licensed Location it will give Notice within thirty days, and the parties will adjust the Order Form prospectively, no reduction taking effect before the end of the then current Program Term.

3.3 User Accounts. Customer will ensure that each User Account is individually assigned and not shared, will keep user records accurate, will disable access within two business days for any person who ceases to be an Authorized User, will enroll Authorized Users in multifactor authentication where the Platform makes it available, and will promptly report any suspected credential compromise. Customer is responsible for all acts and omissions of its Authorized Users, and any act by an Authorized User that would breach this Agreement if taken by Customer is a breach by Customer. Aesthetic Influence has no obligation to verify the identity of any person who gains access to the Platform using credentials issued to Customer, may rely on instructions, configurations, and approvals given through a User Account or by a person Customer identifies as an administrator, and has no duty to verify that person's authority. Customer may permit a marketing agency, billing company, management services organization, or other service provider it engages to access the Platform through an individually assigned User Account, solely for Customer's own benefit and solely within the Permitted Use, and Customer is liable for every act and omission of that provider as if it were Customer's own.

3.4 Authorized User Acknowledgment. Aesthetic Influence may require each Authorized User, as a condition of access, to accept an acknowledgment in the form it makes available, by which that individual agrees in their own name to the use restrictions in Section 3.6, the confidentiality obligations in Article 20, and the acceptable use provisions in Article 9. Customer remains responsible under Section 3.3 for every act and omission of its Authorized Users whether or not any acknowledgment has been accepted, and no Authorized User is a third party beneficiary of this Agreement.

3.5 Usage Limits, Verification, and True Up. Customer will remain within its Usage Limits, and Aesthetic Influence may enforce them by technical means. Aesthetic Influence may verify compliance with Licensed Location entitlements, user counts, account sharing, and Usage Limits from its own logs and records and by requesting written certification, and may do so more than once in twelve months where it reasonably suspects excess use, credential sharing, or circumvention. On written request, and no more than once in any twelve month period absent reasonable suspicion, Customer will furnish a certification signed by an officer confirming that the Platform is being used in accordance with this Agreement and within the Licensed Location, user, and Usage Limit entitlements. Customer will retain records sufficient to support that certification for the period Section 21.2 states. If verification shows excess use, Customer will within thirty days after Notice execute a revised Order Form and pay the Fees that would have applied from the date the excess began at then current rates, together with Aesthetic Influence's reasonable and documented verification costs where the excess exceeds five percent of the entitlement. Aesthetic Influence will not require physical access to Customer's computing devices in connection with any verification without Customer's consent.

3.6 Restrictions. Customer will not, and will not permit any person to: copy, distribute, sell, license, sublicense, timeshare, or otherwise make the Platform, the software, or the Documentation available to any person other than an Authorized User; use the Platform on a service bureau, managed service, white label, or resale basis, or for the benefit of any person other than Customer and its named Affiliates; modify, adapt, or create derivative works of the Platform or the software; reverse engineer, decompile, disassemble, decrypt, extract, scrape, crawl, harvest, index, or data mine the Platform, the community, the template library, the marketplace, or any content within them, or attempt to derive source code, object code, algorithms, models, model weights, prompts,

workflows, pricing logic, or data structures, whether by observation, testing, automated means, or otherwise, and Customer will not permit any of the foregoing to be attempted on its behalf; circumvent any authentication, access control, logging, metering, Restricted Function control, or security measure; use the Platform, the Documentation, any Output, or any content made available through the Platform to build, train, fine tune, evaluate, benchmark, or improve any software, model, dataset, curriculum, coaching program, or service that competes with any of them, or to perform competitive analysis; input any of them into, or make any of them available to, any artificial intelligence or machine learning system other than an AI Feature; publish any benchmark, performance, capacity, or security evaluation without prior written consent; or interfere with, degrade, or impose an undue burden on the Platform or the systems of Aesthetic Influence or its other customers.

3.7 Mobile Applications and Devices. Use of a mobile application is subject to this Agreement and to any additional terms the relevant application marketplace requires. Customer will apply device level access controls to each device on which it is installed, will ensure Patient Media captured through a device is transmitted to the Platform and not retained in a device camera roll or personal storage account, and will revoke device registration for any lost or transferred device and for any device associated with a person who ceases to be an Authorized User.

3.8 Pre-Release Functionality. Aesthetic Influence may make available functionality that it designates, in the Platform, in release notes, or in the Documentation, as beta, pilot, preview, early access, limited release, evaluation, non production, or by any similar description. Designation is effective on being made, and no amendment is required. Unless an Order Form expressly states otherwise, pre release functionality is not part of the Subscription, is provided as is without warranty, service level, support commitment, or availability commitment, may contain defects and vulnerabilities, and may be modified, suspended, or withdrawn at any time without notice or liability. Customer will use it for evaluation only, and not for any purpose that would foreseeably result in significant harm if it failed, and will not use it for production critical, patient critical, or clinical purposes. This Section applies only to functionality so designated and does not affect functionality that has been generally released.

3.9 No Reliance on Future Functionality. Customer agrees that its purchases are neither contingent on the delivery of any future functionality or feature nor dependent on any oral or written comment by Aesthetic Influence regarding future functionality or features. Aesthetic Influence makes no commitment that any pre release functionality will become generally available or will include any particular feature. Any reference in a proposal, demonstration, recital, roadmap, or marketing material to planned modules, anticipated functionality, future clinical documentation or electronic medical record capability, or contemplated integrations creates no commitment to develop, release, or support it. Customer acknowledges that it is contracting in reliance on the functionality generally released and identified in the Order Form.

3.10 Assignment of Acquired Rights. If Customer, an Affiliate, or an Authorized User acquires any right in the Platform, the software, the Documentation, or Aesthetic Influence’s underlying technology beyond the rights expressly granted, Customer assigns, and will cause them to assign, that right to Aesthetic Influence without additional consideration, and will execute such further documents as Aesthetic Influence reasonably requests.

ARTICLE 4. SERVICES AND PROFESSIONAL ROLE

4.1 Provision of the Platform and Services Description. Aesthetic Influence will make the Platform available and provide support in accordance with this Agreement, the applicable Order Form, and the Documentation, and Article 8 governs availability and support. The Services Description forming part of the Documentation describes the Platform, its environments, functionality, patient facing surfaces, artificial intelligence features, marketplace, and sponsored placements, and states what is not included. It is descriptive; an entitlement arises only where an executed Order Form grants it, and Aesthetic Influence may update it under Section 2.4. The

Platform is not an electronic medical record, practice management, billing, or scheduling system of record, and is not certified health information technology; Customer maintains its own systems of record and Section 19.4 and Article 24(i) apply. Section 7.2 governs the basis on which Fees are set.

4.2 Professional Services. Aesthetic Influence will perform Professional Services described in an Order Form or Statement of Work in a professional and workmanlike manner by suitably qualified personnel. Professional Services are provided on a time and materials basis unless a Statement of Work expressly states a fixed fee. Dates are estimates and are not of the essence. Aesthetic Influence may use subcontractors and remains responsible for their performance of the Professional Services.

4.3 Program Services. Where an Order Form includes a Program, Aesthetic Influence will make available, at the Program Tier purchased, the consulting and advisory elements for the Consulting Period and the Platform, classroom, library, and community elements for the Platform Access Period, each as Section 4.23 states: a designated accountability contact; one to one advising sessions at the cadence the Order Form states; live group, training, and working sessions on the Platform calendar; the classroom and lesson library; the template and asset library; the member community; an account build covering catalogue, pricing, branding, and user configuration; and configuration of the consultation and proposal workflow. Cadences, session counts, and build periods are those stated in the Order Form, and where none is stated Aesthetic Influence determines them. Sessions and entitlements are made available rather than delivered on demand, Section 4.21 applies to anything unused, and Aesthetic Influence may change the schedule, format, content, and delivery of any of them under Section 2.4. The Program does not include Marketing Services, advertising spend, Professional Services beyond the account build, staffing, recruitment, clinical training, or any service an Order Form does not state.

4.4 Education, Content, and Advisory Materials. Where an Order Form includes education, curricula, playbooks, scripts, templates, protocol outlines, pricing frameworks, consent forms, training sessions, recorded sessions, or community access, these are provided as general business education and reference material only. They are not clinical protocols, not standards of care, not legal advice, not compliance certifications, and not a substitute for Customer’s own professional judgment or its own counsel. Customer will have each such item reviewed by its own licensed professionals and legal counsel before use, and will adapt it to its own jurisdiction, licensure structure, scope of practice, insurance, and patient population.

4.5 Certificates, Badges, and Continuing Education. A certificate, badge, designation, ranking, tier, or completion record Aesthetic Influence issues records participation in or completion of its program and nothing more. It is not a license, certification, accreditation, credential, qualification, scope of practice expansion, or evidence of clinical competence, it is not issued by an accrediting or licensing body, and it confers no continuing education or continuing medical education credit unless an Order Form expressly states that a named accredited provider awards it and states the number of credits. Customer will not represent, and will not permit any Practitioner or workforce member to represent, to any Patient, licensing board, accreditor, insurer, employer, or member of the public that any such item is a license, certification, accreditation, credential, or evidence of clinical competence, and will not display or describe one in a manner that implies Aesthetic Influence has endorsed, verified, or supervised any person’s clinical ability. Customer will remove every such display within thirty days after the Subscription Term ends.

4.6 Instructors, Coaches, and Contributors. Instruction, coaching, and community contribution are delivered by Aesthetic Influence personnel, independent contractors, and other customers. None of them is an employee, agent, medical director, supervising physician, collaborating practitioner, or compliance officer of Customer, none provides clinical supervision or delegation, and none directs or reviews clinical judgment. A statement made by an instructor, coach, guest, or community member is that person’s own and is not a representation, warranty, instruction, or approval by Aesthetic Influence, and Section 23.10 applies to it. Aesthetic Influence does not

verify the credentials, licensure, qualifications, or claims of any contributor, and Customer will not rely on a contributor's input as clinical, legal, regulatory, tax, or compliance advice.

4.7 Recording of Sessions. Aesthetic Influence may record any session, call, workshop, or community event and may make the recording available within the Platform and use it in its education and marketing materials. Customer will notify each of its personnel who participates that the session is recorded and will obtain any consent Applicable Law requires from them before they participate. Each recording, and every transcript, summary, and derivative of it, is Output owned by Aesthetic Influence. Customer will not record, transcribe, or redistribute any session without Aesthetic Influence's prior written consent. No participant may disclose PHI in any session or community forum, and Section 9.4 applies.

4.8 Marketing Services and Marketing Content. Marketing is delivered in either or both of two ways, as the Order Form states. First, as content made available to Customer through the Platform (the "Marketing Content"), comprising templates, playbooks, campaign structures, advertising and funnel frameworks, creative examples, scripts, workflows, and the training and coaching accompanying them, in which case Sections 4.4 and 12.3 govern it and Aesthetic Influence performs no marketing service for Customer. Second, as Marketing Services that Aesthetic Influence performs for Customer, in which case Aesthetic Influence will perform them in accordance with the Documentation and the applicable Order Form, and Sections 4.9 through 4.13 apply to those Marketing Services and not to Marketing Content. Customer is the advertiser. Customer is responsible for the accuracy and substantiation of every claim about its practice, its Practitioners, its results, and its pricing, for compliance with Applicable Law governing the advertising of health care and prescription products, and for obtaining every consent required for the use of Patient Media. Aesthetic Influence may decline or discontinue any campaign, creative, claim, channel, or item of Marketing Content it considers unlawful, misleading, unsubstantiated, or inconsistent with the policies of a platform or advertising network. Aesthetic Influence does not guarantee any level of impressions, leads, appointments, consultations, conversions, revenue, or return on advertising spend. Advertising spend paid to a third party platform is Customer's cost and is separate from Aesthetic Influence's fees unless the Order Form states otherwise. Aesthetic Influence does not review, approve, or verify Customer's advertising, claims, or creative for compliance with the Federal Food, Drug, and Cosmetic Act, the Federal Trade Commission Act, State board advertising rules, or any other Applicable Law, does not assess whether a claim is substantiated, and assumes no duty to do so. Its exercise or non exercise of the right to decline in the preceding sentence is a business decision taken for its own protection, creates no duty of review, and is not a representation that anything it does not decline is lawful, substantiated, or compliant. Customer is the advertiser and bears sole responsibility for substantiation, for every claim made about a device, product, drug, or result, and for any disclosure Applicable Law requires.

4.9 Deliverability, Sending Domains, and Sending Infrastructure. Whether a message reaches an inbox is determined by mailbox and carrier providers applying their own filters to the sender's reputation, and that reputation is driven principally by Customer's list quality, consent basis, content, sending volume, bounce rate, spam complaint rate, and unsubscribe handling. Aesthetic Influence gives no warranty of deliverability, inbox placement, open rate, or message acceptance, and a failure of delivery is not a failure of the Services. Where Customer sends from its own domain or subdomain, Customer is responsible for maintaining the sender authentication records the Documentation specifies, including sender policy framework, domain keys identified mail, and domain based message authentication records, and Aesthetic Influence is not responsible for a delivery failure caused by their absence or misconfiguration. Where Aesthetic Influence provides a sending domain, subdomain, address, short code, or telephone number, it remains Aesthetic Influence's and Customer receives no right in it, no right to port it, and no right to continue using it after termination. Aesthetic Influence may throttle, pause, or suspend sending under Section 9.7 where bounce or complaint rates exceed the thresholds stated in the Documentation, where a provider or carrier requires it, or where Aesthetic Influence reasonably believes the consent basis is unreliable, and may require Customer to re permission a list before sending resumes. On

termination Customer will promptly remove every authentication record pointing to Aesthetic Influence's infrastructure.

4.10 Landing Pages, Sites, and Hosted Assets. A landing page, microsite, form, booking page, or other asset Aesthetic Influence builds or hosts is a Deliverable, is Output, and is licensed to Customer under Section 12.3 for the Subscription Term. Customer is solely responsible for the content of every such asset, including every claim, price, disclosure, disclaimer, privacy notice, cookie or tracking consent mechanism, and accessibility obligation, and Section 10.29 applies to every tracking technology deployed on it. Where the asset is served from a domain Customer controls, Customer maintains the domain and its records; where it is served from a domain or subdomain Aesthetic Influence controls, Customer receives no right in it. On termination Aesthetic Influence may take down every hosted asset after the export period in Section 19.2, will provide the content and creative specific to Customer in a standard format on request, and is not obliged to transfer, replicate, or continue hosting the asset, its templates, its code, or its integrations.

4.11 Advertising Platforms. Every advertising, listing, review, and social platform imposes its own terms and policies, including policies restricting the advertising of health care, prescription products, medical devices, weight management, and before and after imagery, and restricting the use of health related audience targeting. Customer is bound by those terms as the advertiser, is responsible for the standing of any account in its name, and is responsible for every policy violation, disapproval, restriction, or suspension arising from its business, its claims, its creative, or its landing pages. Aesthetic Influence is not responsible for the rejection, disapproval, throttling, or removal of any advertisement, for the restriction, suspension, or termination of any account, for any change in a platform's policies, targeting options, or measurement, or for any resulting loss, each of which is a Third Party Factor under Section 4.20. Aesthetic Influence may decline to submit any creative or claim it believes violates a platform policy, and Section 4.8 applies to that decision.

4.12 Manufacturer Funds and Third-Party Contributions. Where a manufacturer, supplier, distributor, or other third party provides co-operative advertising funds, market development funds, a rebate, a credit, or any other contribution toward Customer's marketing or toward Fees, Customer is solely responsible for compliance with that party's program rules, for the accuracy of every claim and submission it makes to obtain the contribution, and for compliance with Anti-Kickback Laws and with any transparency reporting obligation the contribution triggers. Aesthetic Influence does not administer, apply for, guarantee, or advance any such contribution, does not warrant that any contribution will be approved or paid, and no contribution reduces, offsets, defers, or conditions any Fee unless an executed Order Form expressly so states. Section 6.12 applies. Customer will disclose to Aesthetic Influence, before any campaign it funds in this way, the identity of the contributing party and the conditions attached, so that Aesthetic Influence can determine whether Section 21.3 requires it to decline.

4.13 Call Handling and Performance Based Compensation. Where an Order Form includes call handling, appointment setting, or a call center service, Aesthetic Influence or its subcontractor will contact leads Customer supplies or that a campaign generates, using scripts Customer approves, within the response standard the Order Form states, and will record each contact and its outcome in the Platform. Customer remains the party responsible for the consent basis for every such contact under Section 5.9 and Section 10.22, for the accuracy of every statement in an approved script, and for any clinical or pricing question the script must not answer. No compensation payable to Aesthetic Influence varies with the number of appointments booked, patients treated, or treatments sold unless the parties have first documented a structure in a signed amendment, confirmed on the advice of counsel, that satisfies Section 7.2, and absent such an amendment none is payable.

4.14 Marketing Content Is Not Approved Copy. Marketing Content is an illustrative starting point and general business education under Section 4.4. It is not approved copy. No template, framework, campaign structure, script, creative example, workflow, or coaching statement is a representation that a claim it contains is accurate or substantiated, that it is permitted in any State in

which Customer operates, that it complies with the advertising, solicitation, or professional conduct rules applicable to Customer or its Practitioners, that it complies with the policies of any advertising, listing, review, or social platform, or that it is consistent with the labeling or permitted use of any product or device. Customer will review, adapt, and substantiate each item before use, will obtain every manufacturer, brand, licensor, and other third party permission required, and will not publish any item without doing so. Aesthetic Influence gives no advertising compliance advice, and Sections 4.15 and 4.22 apply to Marketing Content as they apply to every other item Section 4.4 covers.

4.15 No Professional or Advisory Relationship. Aesthetic Influence is a technology and business services provider. It does not practice medicine, nursing, or any other licensed profession, does not employ or supervise Customer's Practitioners, does not direct or control clinical judgment, does not establish or approve treatment protocols, and does not determine the medical necessity, appropriateness, safety, or pricing of any treatment. Aesthetic Influence does not provide legal, regulatory, compliance, medical, clinical, coding, billing, reimbursement, tax, accounting, insurance, lending, or investment advice, and nothing in the Platform, the Documentation, any education material, any template, any output of an AI Feature, or any communication from Aesthetic Influence personnel constitutes such advice or creates a professional, fiduciary, advisory, agency, partnership, or joint venture relationship. Aesthetic Influence owes Customer only the duties expressly stated in this Agreement, and the parties disclaim any duty of loyalty, care, disclosure, good faith beyond that implied by law and not disclaimable, or any other duty arising from a claimed relationship of trust or confidence. Customer will not represent to any Patient, regulator, insurer, or third party that Aesthetic Influence has approved, endorsed, supervised, or accepted responsibility for any clinical, financial, or compliance decision.

4.16 Clinical Information and Failure to Warn. The professional duty to the Patient lies solely with the Practitioner providing care, and as between the parties Customer takes full responsibility for the use of all information the Platform provides in delivering that care. Any clinical or quasi clinical information the Platform surfaces, including any prompt, flag, checklist, protocol outline, dosing or contraindication reference, or interval reminder, is a supplement to and not a substitute for professional knowledge, expertise, and judgment. A licensed professional is responsible for independently reaching every professional judgment and for any resulting assessment and treatment, notwithstanding any use of the Platform. Aesthetic Influence is not liable for any act or omission of Customer or an Authorized User giving rise to liability for malpractice, lack of informed consent, or failure to warn. The absence of a warning, flag, contraindication, or reminder for any product, device, treatment, or combination is not an indication that it is safe, appropriate, or effective, and Customer will not treat it as one. The Platform is not intended for use in any high risk or strict liability activity and Aesthetic Influence gives no warranty and has no liability for such use.

4.17 Reliance by Third Parties. Any recommendation, analysis, template, or other information Aesthetic Influence provides is for Customer's own use in making its own decisions. Aesthetic Influence does not authorize any person other than Customer to rely on it or to benefit from it, and any such reliance or benefit is at that person's sole risk. Customer will not furnish it to any Patient, lender, investor, insurer, regulator, or other person as the basis for that person's decision without first disclosing that Aesthetic Influence assumes no responsibility to that person.

4.18 Clinical Direction and Treatment Recommendations. Every treatment, product, device, quantity, interval, sequence, and combination presented in a Treatment Plan, a proposal, a patient facing document, or any other output of the Platform is selected, directed, and adopted by a Practitioner of Customer exercising independent professional judgment in respect of that Patient. No catalogue entry, treatment or product list, template, prebuilt package, protocol outline, suggested sequence, default configuration, pricing framework, membership tier, derived field, score, next best action, or AI Feature output that Aesthetic Influence supplies or the Platform generates is a recommendation, prescription, direction, or endorsement of care for any Patient,

none is directed to or formulated for any individual, and each is made available as a configurable business tool only. Aesthetic Influence has no knowledge of any Patient's condition, history, medication, allergy, or suitability for any treatment, does not evaluate any Patient, and does not participate in any decision as to what is offered to a Patient. The order, prominence, grouping, or sequence in which the Platform presents any item reflects Customer's configuration and general business logic and is not clinical judgment. Customer will not present, describe, or configure any item as recommended, endorsed, approved, or selected by Aesthetic Influence, and Sections 4.15, 4.16, 5.1, 5.7, and 13.3 apply to each.

4.19 Dependencies and Customer Caused Delay. Aesthetic Influence's performance depends on Customer providing timely and accurate information, decisions, approvals, access, content, personnel, and configurations. Aesthetic Influence is not liable for, and is excused from, any delay or failure to perform to the extent caused by Customer's act or omission, by a failure of a Customer dependency, by Customer Systems, by a Third-Party Service, or by Customer's failure to attend, complete, or implement a scheduled session, deliverable, or recommendation. Aesthetic Influence is not in breach of this Agreement for any failure to perform where Customer has not delivered accurate and complete information, content, decisions, or approvals on a timely basis. Where Customer causes a delay, Aesthetic Influence may reschedule at its convenience, timelines extend by the period of delay plus a reasonable resumption period, no Fee is refunded or credited on account of the delay, and the delay is disregarded in evaluating any Guarantee condition.

4.20 Third Party Factors. A Third Party Factor is any act, omission, change, withdrawal, suspension, price change, term change, policy change, outage, or discontinuation by a person other than Aesthetic Influence that affects a Service, including by a Subprocessor, hosting provider, Payment Processor, acquiring bank, card network, financing provider, communications carrier, advertising platform, artificial intelligence or model provider, device or product manufacturer, integration partner, application marketplace, or certification body, and any change in Applicable Law or in the position of a regulator. A Third Party Factor is not a breach by Aesthetic Influence, is not a basis for either party to claim damages, a credit, a refund, or a service level remedy, and does not excuse Customer from paying Fees for Services actually provided. On the occurrence of a Third Party Factor that materially affects a Service, Aesthetic Influence will give Notice, will use commercially reasonable efforts to identify a substitute, a workaround, or a modified scope, and the parties will negotiate in good faith an adjustment to the affected Order Form. If no adjustment is agreed within thirty days, either party may terminate the affected Service, and only that Service, on Notice, and Aesthetic Influence will refund the unearned prepaid Fees for it prorated to the effective date.

4.21 Attendance and Utilization. Program entitlements are made available for the Program Term and are use it or lose it. Sessions, consultations, coaching hours, content access windows, and Professional Services hours that are unused within their entitlement period expire without credit, refund, or carry forward. Missed or late cancelled sessions are consumed. Aesthetic Influence has no obligation to reschedule outside the Program Term.

4.22 No Outcome Commitment. Except for the Guarantee where an Order Form elects it, Aesthetic Influence makes no representation, warranty, or commitment as to any business, clinical, financial, or operational outcome, including revenue, profit, patient volume, retention, conversion, average ticket, close rate, staff performance, valuation, or exit. Outcomes depend on factors outside Aesthetic Influence's control, including Customer's market, staffing, execution, capital, pricing, clinical results, and the conduct of Customer's personnel. Any figure, case study, testimonial, result, projection, or model shown in any proposal, presentation, demonstration, community forum, or marketing material is illustrative only and is not a representation as to Customer.

4.23 Program Tiers. The Order Form states the Program Tier, the Consulting Period, and the Platform Access Period, and no entitlement arises except as the Order Form grants it. In this Agreement "Program Tier" means the tier stated in the Order Form, being the Standard Tier, the

VIP Tier, or a custom configuration described at Part F of the Order Form; "Consulting Period" means the number of months stated in the Order Form during which Aesthetic Influence provides the consulting and advisory services included in the Program Tier, beginning on the Program Start Date; and "Platform Access Period" means the number of months stated in the Order Form during which Customer is licensed to access the Platform, beginning on the Service Commencement Date. The Standard Tier comprises access to the Platform for the Platform Access Period, including the environments and modules the Order Form identifies, the group, training, and working sessions made generally available through the Platform calendar at the standard frequency for the Consulting Period, and the template library as generally made available. The VIP Tier comprises everything in the Standard Tier together with the Custom Presentation Build under Section 4.24, the additional weekly session made available to VIP Tier customers, and each further item listed at Part B.6 of the Order Form. Where an Order Form is silent as to the Program Tier the Standard Tier applies, and where it is silent as to the Consulting Period or the Platform Access Period each is twelve months.

4.24 Custom Presentation Build. Where the Order Form states that the VIP Tier applies, Aesthetic Influence will prepare the number of treatment and modality presentations, patient facing take home materials, and related sales collateral stated in the Order Form, together with the number of rounds of revision stated there (the "Custom Presentation Build"). Each item is delivered in draft for Customer's review, and no item may be used, published, presented to a Patient, or distributed until Customer has reviewed and approved it. Customer is solely responsible for the accuracy of every clinical, performance, pricing, comparative, and outcome claim in each item, for holding substantiation for each such claim, for compliance with the advertising, solicitation, and professional conduct rules applicable to Customer and its Practitioners in each State in which the item is used, for compliance with the labeling and permitted use of every product and device referred to, and for obtaining every manufacturer, brand, licensor, and other third party permission required. Aesthetic Influence gives no clinical, legal, regulatory, or advertising compliance advice in preparing any item, and Sections 4.15 and 4.22 and Article 15 apply to each. Customer receives a non exclusive, non transferable license to use each delivered item at the Licensed Locations during the Subscription Term. Aesthetic Influence retains the underlying frameworks, formats, templates, and know how and may reuse them for any purpose.

ARTICLE 5. CUSTOMER OBLIGATIONS

5.1 Clinical and Professional Responsibility. Customer is solely responsible for the practice of medicine and every other licensed activity at its Licensed Locations, including diagnosis, treatment selection, medical necessity, patient selection and screening, supervision and delegation, scope of practice, standing orders, adverse event management, informed consent, and medical record keeping. Customer will ensure that every Practitioner holds and maintains each license, certification, registration, and privilege required, that supervision and delegation requirements are met in each State in which it operates, and that no Platform function substitutes for a required professional evaluation. Customer will not rely on the Platform, on any template, or on any AI Feature output as the sole or primary basis for any clinical decision without independent verification by appropriately licensed personnel, as a diagnostic aid, as a substitute for professional judgment, or as evidence that a consent, disclosure, or record satisfies a legal requirement.

5.2 Legal Compliance. Customer will comply with all Applicable Law in its use of the Platform and its conduct of its practice, including Healthcare Laws, Privacy Laws, Communications Laws, Anti-Kickback Laws, and Consumer Protection Laws. Customer is solely responsible for determining what Applicable Law requires of it, for configuring the Platform accordingly, and for obtaining its own legal advice. Aesthetic Influence's provision of a configurable feature, template, default setting, or suggested workflow is not a representation that using it satisfies any legal requirement.

5.3 Consents and Authorizations. Before any Patient information is entered into the Platform, and before any Patient Communication, recording, photograph, or marketing use, Customer will obtain every consent, authorization, notice, and acknowledgment Applicable Law requires, in a form its own counsel has approved, and will maintain records of them. Without limitation, Customer will obtain: a HIPAA compliant authorization before any use or disclosure of PHI for marketing or before any use of Patient Media in advertising, promotion, a case study, a before and after gallery, a social media post, or a community forum; consent to photograph or record, in each jurisdiction where all party consent is required, and a consent that extends to the upload, storage, display, annotation, and retention of the resulting Patient Media in the Platform, including its hosting by Aesthetic Influence and its Subprocessors; consent to be contacted by call, text, or email, at the standard Communications Laws require for the channel and content used; and any separate consent State law requires for consumer health data, biometric identifiers, or session recording. Customer will honor every revocation and every opt out promptly, and will not rely on a Platform default, a checkbox, an implied consent, or a consent obtained by any person other than Customer.

5.4 Timing, Restrictions, and Revocations. Aesthetic Influence, its hosting providers, and its Subprocessors may have access to Customer Data immediately upon submission. Customer is therefore solely responsible for obtaining every required consent, authorization, and acknowledgment in advance of uploading, transmitting, or otherwise making the associated Customer Data available to the Platform, and not afterwards. Customer will also give Aesthetic Influence Notice of any limitation in its notice of privacy practices that may affect Aesthetic Influence's use or disclosure of PHI; any restriction Customer has agreed to under HIPAA; and any change in, or revocation of, a Patient's permission to use or disclose information, where the change may affect Aesthetic Influence's performance. Aesthetic Influence is entitled to rely on the absence of such Notice.

5.5 No Unlawful Configuration or Instruction. Customer will not, directly or indirectly, including through its configuration of the Platform, its selection of fields, tags, destinations, integrations, or message templates, or its instructions to Aesthetic Influence personnel, direct, instruct, or configure Aesthetic Influence or the Platform to take any action or make any omission that would violate Applicable Law, including any impermissible disclosure of PHI or other Personal Information to a third party. Customer is solely responsible for determining what data its configuration causes to be transmitted and to whom, and for the consequences of that transmission.

5.6 Consent Documents and Version Control. Customer is the author of every Consent Document used at its Licensed Locations, whether it uploads its own or adapts one Aesthetic Influence makes available. Customer will have each Consent Document reviewed by its own counsel before use, will maintain version control, and will not modify a Consent Document that has already been presented to a Patient. Aesthetic Influence does not warrant that any template, sample, or default Consent Document complies with the law of any jurisdiction or is adequate for any purpose.

5.7 Treatment Plans and Pricing. Customer is solely responsible for the content, accuracy, and lawfulness of every Treatment Plan generated through the Platform, including the services listed, the quantities, the pricing, any package or membership structure, any discount, and any disclaimer. Customer will ensure that every Treatment Plan is reviewed and approved by an appropriately licensed Practitioner before presentation to a Patient, that pricing is disclosed in the manner Applicable Law requires, that discount and membership structures do not constitute an unlawful inducement or an unlicensed discount medical plan, and that nothing in a Treatment Plan states or implies a guaranteed clinical result.

5.8 Practitioner Signatures and Restricted Functions. Customer will assign each Practitioner Signature only to the Practitioner it identifies, will not permit any person to apply another person's Practitioner Signature, and will restrict each Restricted Function to individuals it has authorized in

writing. Customer bears the entire risk of any signature applied through a User Account it controls, and any such signature is attributable to Customer and to the Practitioner to whom it is assigned.

5.9 Patient Communications. Customer is the sender of, and is solely responsible for, every Patient Communication transmitted through or in connection with the Platform, including its content, its recipient list, its timing, its frequency, its consent basis, and any opt out mechanism. Customer will maintain records sufficient to evidence consent for each recipient and channel, will scrub against applicable do not call and internal suppression lists, will not transmit PHI by an unsecured channel unless the Patient has been warned of the risk and has agreed in a manner Applicable Law permits, and will not use the Platform to send any communication that is unlawful, deceptive, or unsolicited.

5.10 Patient Checkout, Recurring Billing, and Cancellation. Where Customer uses the Platform to sell to a Patient, and in particular where it sells a membership, package, prepaid credit, or any arrangement billed on a recurring basis, Customer will configure the patient facing flow so that Customer's purchase terms are presented, or conspicuously linked, adjacent to the action by which the Patient proceeds to payment, together with a statement that proceeding constitutes agreement to them, and so that the presentation and the Patient's action are captured and retained, and so that a separate affirmative act is obtained wherever Applicable Law or Customer's own configuration requires one; so that any recurring charge is separately and conspicuously disclosed and separately consented to, stating the amount, the interval, that it continues until cancelled, and how to cancel; and so that a simple cancellation mechanism is available and remains available, is linked in the consent language, and is included in every order confirmation and renewal communication. Customer is solely responsible for compliance with the Restore Online Shoppers' Confidence Act, the Florida automatic renewal statute, and every other automatic renewal, negative option, and consumer protection law governing its sales to Patients, including any requirement to present the offer terms before obtaining billing information, to obtain consent to the recurring charge separately from consent to the purchase, to provide cancellation by the same medium used to enroll, to give advance notice before a renewal deadline or a price increase, and to retain the consent record. Aesthetic Influence may suspend the payment functionality under Section 9.7 if Customer disables or fails to maintain a working cancellation mechanism.

5.11 Text Messaging and Telephone Contact. Before Customer sends any text message or places any call through or in connection with the Platform, and continuously afterwards, Customer will: obtain and retain prior express written consent for each recipient and each purpose, including a clear and conspicuous disclosure, a signature, and the specific number consented to; retain the consent record, including its wording, channel, and date, for at least four years after the last message to that recipient; honor a request to stop by any reasonable means, including any recognized opt-out keyword, treat a request made through any channel as revoking consent for every channel and purpose that is not distinct, and give effect to it as soon as practicable and in no case later than ten business days after receipt; send no message outside the hours Applicable Law permits in the recipient's own time zone; include sender identification and opt out instructions in each message; scrub against the national and any applicable State do not call registry and its own internal suppression list; and complete and maintain every brand, campaign, and use case registration a carrier or messaging aggregator requires and comply with the messaging policies of each. Customer is the sender and the initiator of every such message and call for the purposes of Communications Laws, whatever number, sender name, short code, or infrastructure is used.

5.12 Consequences and Suspension. Aesthetic Influence does not verify any consent record, does not determine whether a message is marketing or transactional, and does not advise on Communications Laws. It may throttle, pause, or suspend messaging under Section 9.7 where a carrier, aggregator, or regulator requires it, where opt out or complaint rates exceed the thresholds the Documentation states, or where it reasonably believes the consent basis is unreliable, and may require Customer to re permission a list before messaging resumes. Section 16.2 applies to every Claim arising from a message or call Customer sends.

5.13 Customer Systems and Security. Customer will maintain its own reasonable and appropriate administrative, physical, and technical safeguards, including access control, workstation and device security, current anti-virus and anti-malware protection on every device used to access the Platform, endpoint protection, patching, encryption of local storage, secure disposal, and workforce training. Customer will scan every file, image, and document for malicious code before submitting it to the Platform, and is responsible for any virus, malware, or other harmful code introduced through its Customer Data, its Customer Materials, its devices, its networks, or its User Accounts. Customer is responsible for all activity occurring under its User Accounts, whether or not authorized, and for securing its own networks, devices, and credentials. Aesthetic Influence is not responsible for any incident to the extent caused by Customer Systems, by credentials Customer failed to protect or timely disable, by Customer's configuration choices, by a Third-Party Service Customer connected, or by Customer's decision not to enable a security control Aesthetic Influence made available.

5.14 Accuracy, Minimum Necessary, and Restricted Categories. Customer will submit only data it is authorized to submit, will not submit any special category of data the Documentation identifies as unsupported, and will apply the minimum necessary standard when determining what to submit. Customer will not submit payment card data, a Social Security number, a government identification number, biometric identifiers, genetic information, or any other category of sensitive data unless an Order Form or the Documentation authorizes that category with specificity and Customer has obtained the consent Applicable Law requires or, where consent is not required, has given the individual the opportunity to opt out. Aesthetic Influence is not a payment card processor, the Platform is not certified to the Payment Card Industry Data Security Standard, and Aesthetic Influence has no liability arising from Customer's submission of a restricted category, notwithstanding anything to the contrary in this Agreement. Customer represents that it has the right to submit all Customer Data and Customer Materials and to grant the rights granted in Article 12.

5.15 Cooperation and Contacts. Customer will designate an administrative contact, a billing contact, a security contact, and a privacy contact in the Order Form or through the Platform, will keep them current, will respond to Aesthetic Influence's requests for information, approvals, and decisions within a reasonable time, and will participate in scheduled onboarding, implementation, and review activities.

5.16 Consent to Electronic Records and Signatures. Customer consents to transact electronically, to receive this Agreement, each Order Form, each Exhibit, each notice, and each invoice in electronic form, and to sign electronically. Customer represents that it can access, read, download, and retain records in the formats the Platform uses, and will notify Aesthetic Influence of any change to its email address. Customer may withdraw consent as to future records by Notice, in which case Aesthetic Influence may suspend or terminate the affected Services, and withdrawal does not affect the validity of any record or signature made before withdrawal. Customer will obtain from each Patient and each Practitioner the consent to electronic records and signatures Applicable Law requires before that person signs through the Platform, is the sole party responsible for attribution of any electronic signature captured through the Platform, and will not challenge the validity, admissibility, or enforceability of any record or signature solely because it is electronic. Article 11 governs electronic records and signatures.

5.17 Insurance. Customer will maintain, at its expense and with carriers rated A minus or better by A. M. Best: commercial general liability of at least one million dollars per occurrence and two million in the aggregate; professional liability or medical malpractice covering each Practitioner in amounts customary for the specialty and not less than one million dollars per claim and three million in the aggregate; cyber liability and privacy of at least five hundred thousand dollars per claim covering privacy and network security liability, regulatory defense, notification costs, and media liability; employment practices liability where Customer has five or more employees; and workers compensation as required by law. Customer will name Aesthetic Influence as an

additional insured on its commercial general liability and cyber liability policies, as to liability arising out of Customer's acts and omissions, and will cause each such policy to be primary and non contributory as to that liability and to contain a waiver of subrogation in favor of Aesthetic Influence to the extent obtainable. Customer is not required to name Aesthetic Influence as an additional insured on a professional liability or medical malpractice policy, and will instead name Aesthetic Influence on the certificate for that policy as a party to whom notice of cancellation or non renewal is given. Customer will deliver certificates on request and within ten days of a renewal, and will give Notice within ten days of any cancellation, non renewal, or material reduction. Where a Claim is asserted against Aesthetic Influence for which Customer's insurance may respond, Customer will tender it to every potentially responsive carrier. Customer's insurance obligations are independent of, and do not limit, its obligations under Article 16.

5.18 Regulatory Status. Customer represents and covenants that neither it, nor any of its owners, officers, Practitioners, workforce members, agents, or contractors, is or will be excluded, debarred, suspended, or otherwise ineligible to participate in any federal or State health care program, is subject to any pending disciplinary proceeding, license restriction, consent order, corporate integrity agreement, or criminal charge relating to health care, or has been convicted of an offence related to health care, fraud, or controlled substances. Customer will screen its workforce against the exclusion lists on hire and periodically thereafter in accordance with its own compliance program, and will give Notice within ten business days of any change to the foregoing and of any governmental investigation, subpoena, audit, or civil investigative demand relating to its use of the Platform. Aesthetic Influence may suspend or terminate under Article 18 if a change in regulatory status makes continued performance unlawful or materially increases its risk.

5.19 Sanctions and Export. Customer represents that neither it nor any of its owners, officers, workforce members, agents, or contractors is a restricted person under any sanctions program administered by the Office of Foreign Assets Control, is organized or resident in a comprehensively sanctioned jurisdiction, or is a covered person within the meaning of 28 C.F.R. 202.211. Customer will not export, re export, or make the Platform available in violation of any export control or sanctions law, will not permit access from a sanctioned jurisdiction, and Section 5.18 governs notice of any change.

5.20 Consent Prompts and Confirmations in the Platform. Where the Platform presents a prompt, checkbox, or other confirmation relating to a Patient consent, authorization, or acknowledgment, including before a photograph, video, or recording is captured or uploaded, that prompt is presented to Customer and its Authorized Users and not to the Patient. Confirming it is Customer's representation that Customer has already obtained the consent, authorization, or acknowledgment Applicable Law requires, from the person entitled to give it, in the form and at the time the law requires, and that Customer holds its own record of it. Customer will ensure that a confirmation is given only by a person who has actually obtained it, and that no confirmation is given in advance, in bulk, by default, or on a Patient's behalf. A confirmation recorded in the Platform is a record of what Customer confirmed. It is not evidence that a consent was obtained, is not a determination that any consent was sufficient, and does not satisfy any obligation under Section 5.3. Aesthetic Influence does not obtain, review, verify, monitor, or countersign any Patient consent, does not determine what consent Applicable Law requires of Customer, and has no liability arising from a confirmation given in the Platform or from the absence of one. The presence, wording, or absence of a prompt is not advice as to what Applicable Law requires, and Section 5.6 governs the wording of every Consent Document.

ARTICLE 6. FEES, PAYMENT, AND CREDIT TERMS

6.1 Fees. Customer will pay the Fees stated in each Order Form. Fees are stated in United States dollars. Unless an Order Form states otherwise, the Program Fee is payable in full on execution, Membership Fees are payable monthly in advance on the billing dates stated in the Order Form

after the end of the Program Term, Professional Services are invoiced monthly in arrears, and all other amounts are payable within fifteen days after invoice.

6.2 Payment Plans and Cost of Credit. Where an Order Form elects a payment plan, the Order Form will state, and Customer acknowledges that it received before electing the plan and initialed in the Order Form, each of the following: the Cash Price; the down payment; the number, amount, and due date of each instalment; the Credit Price, being the total of all payments; the amount by which the Credit Price exceeds the Cash Price, expressed as a single dollar figure; the fact that this excess is the cost of paying over time and not a fee for any additional service; and the consequences of a missed instalment. No payment plan may be described to Customer as interest free, as no cost, or as equivalent to paying in full unless the Credit Price equals the Cash Price. This Section states the entire disclosure on which Customer relies as to the cost of a payment plan, and Customer will notify Aesthetic Influence in writing before signing if any figure differs from what it was told.

6.3 Non Refundable Fees and Non Cancellable Term. All Fees are non refundable, the Program Term is non cancellable, and no Fee is refunded, credited, prorated, or abated on account of non use, under use, dissatisfaction, a business decision, a change in Customer's circumstances, the departure of a Practitioner, a change in Customer's ownership, or the closure of a Licensed Location. The only exceptions are the refunds and credits expressly provided by Sections 2.5, 4.20, 6.12, 10.12, 15.3, 16.1, 18.2, 18.4, 18.5, and 23.5, and no other provision of this Agreement, of the Guarantee Rider, or of any other document creates a right to a refund. The Guarantee Rider provides Continuation Services and does not provide a refund. Where Customer has elected a payment plan, the entire Credit Price is an accrued obligation for the Program, is not consideration for month by month access, and remains payable notwithstanding any of the foregoing. Fees assessed on a periodic basis are payable throughout the Subscription Term whether or not Customer has used the Platform or any Service.

6.4 Renewal and Price Changes. After the Program Term the Subscription continues on the renewal basis the Order Form states. Where the Order Form elects an annual renewal term, the Subscription renews automatically for successive twelve month terms unless either party gives Notice of non renewal at least sixty days before the end of the then current term, and Section 18.2 does not permit termination during a renewal term. Where the Order Form makes no election, Membership Fees continue month to month until terminated under Article 18. Aesthetic Influence may change the Membership Fee or any renewal rate effective on the first day of a Membership Term beginning at least sixty days after Notice. If Customer does not accept an increase it may terminate the Membership Term effective on the date the increase would take effect by giving Notice within thirty days after the increase Notice, and Fees already accrued remain payable.

6.5 In Term Adjustment. Unless an Order Form expressly states otherwise in a provision that specifically references and overrides this Section, Aesthetic Influence may adjust the Fees for any Service other than the Program Fee and the Membership Fee, effective thirty days after Notice, to reflect a change in the cost of a Third-Party Service, Subprocessor, advertising platform, communications channel, or artificial intelligence provider on which that Service depends, or a change in Applicable Law. If Customer objects, it may terminate the affected Service, and only that Service, by Notice given before the adjustment takes effect, and the remainder of this Agreement continues. Continued use of the affected Service after the effective date is acceptance of the adjustment. The Program Fee and the Credit Price stated in an executed Order Form are not subject to this Section.

6.6 Taxes and Expenses. Fees exclude Taxes, which Customer will pay or reimburse. If Aesthetic Influence is required to collect a Tax it will invoice it. If Customer is required by law to make any deduction or withholding from a payment, the amount payable is increased so that, after the deduction or withholding, Aesthetic Influence receives the amount it would have received had none been required, and Customer will deliver evidence of the payment to the taxing authority. Customer will reimburse pre approved travel and out of pocket expenses incurred in performing Professional Services at Customer's premises.

6.7 Late Payment. Any amount not paid when due bears interest from the due date until paid at the lesser of one and one half percent per month and the maximum rate Applicable Law permits. Customer will reimburse Aesthetic Influence's reasonable costs of collection, including reasonable attorney fees and court costs, whether or not suit is filed. Aesthetic Influence may apply any payment to the oldest outstanding amount. Aesthetic Influence may condition continued performance on payment of all past due amounts and on advance payment or other assurance of future performance, and may shorten the payment terms applicable to future invoices and Order Forms, where Customer has failed to pay when due, has had a payment method declined twice, or has become subject to an insolvency event. A returned payment is subject to the returned item fee stated in the Order Form or the then current fee schedule.

6.8 Acceleration and Cross Default. If any amount owing under this Agreement, or under any other agreement between Customer and Aesthetic Influence, is thirty days or more past due, or ten days or more past due where Customer has authorized a charge to a payment method, Aesthetic Influence may on Notice declare all remaining Fees under this Agreement and under each such other agreement, including the unpaid balance of any Program Fee or Credit Price, immediately due and payable, and may suspend under Section 9.7 until paid in full. Acceleration is in addition to, and not in substitution for, every other remedy.

6.9 Financial Information and Underwriting. Customer authorizes Aesthetic Influence to obtain credit reports and to conduct credit and risk assessments of Customer and of any guarantor before the Service Commencement Date and from time to time thereafter, and will provide reasonably requested financial documentation. Aesthetic Influence may decline to enter into, or may condition, any Order Form on the basis of that assessment. Information obtained under this Section is Confidential Information of Customer.

6.10 Recurring Payment Authorization. By executing an Order Form, supplying a payment method, or continuing to use the Services, Customer authorizes Aesthetic Influence and its payment processors to initiate recurring charges to the card or bank account it designates, and to initiate corresponding debit and credit entries and adjustments to that account under the rules of the National Automated Clearing House Association, for: the Program Fee and any down payment on execution; each instalment of a payment plan on its due date; the Membership Fee and every other recurring Fee on the billing dates stated in the Order Form in advance; every
Fee for a Service added by a later Order Form or change order; and every overage, true up, reinstatement, returned item, expedite, and interest amount as it becomes due. The authorization continues through the Subscription Term, every Membership Term and renewal, and until all amounts are paid. Customer will keep the method current, will provide updated details before expiry, and authorizes Aesthetic Influence to obtain updated details through any account updater service its processor offers. On a decline Aesthetic Influence may re present the charge, may charge any other method on file, and Customer will pay by other means within five business days after Notice. Customer may revoke only by Notice given at least thirty days before the next scheduled charge and only on simultaneously designating a substitute method acceptable to Aesthetic Influence; revocation discharges no amount owed, and revocation without a substitute is a material breach. Customer represents that it is authorized to bind the designated account.

6.11 Billing Disputes. If Customer disputes an invoice or charge in good faith it will give Notice within thirty days after the invoice or charge date identifying the amount and the basis, will pay the undisputed portion when due, and will work in good faith to resolve the dispute within thirty days. An objection not raised within that thirty day period is waived as a matter of contract, and every invoice and charge is conclusively deemed accurate and accepted ninety days after its date. Customer will not initiate a chargeback, reversal, or payment network dispute for an amount it has not first disputed under this Section and allowed that period to resolve. Nothing in this Section waives, limits, or requires Customer to forgo any right, remedy, or defense Applicable Law provides that cannot be waived by agreement, or any right under a payment network rule the network provides may not be waived.

6.12 Payment Is Absolute and Independent. Customer's obligation to pay each Fee is absolute, unconditional, and independent of every other obligation under this Agreement, and does not abate by reason of any dispute or any Claim Customer has or may have, save that Customer may withhold an amount it disputes in good faith under Section 6.11. Customer will pay every amount when due in full, without set off, recoupment, counterclaim, cross claim, abatement, reduction, deduction, holdback, escrow, retention, or withholding of any kind, and will not suspend, delay, or condition payment of an undisputed amount pending the resolution of any dispute. A refund Section 6.3 expressly permits is not a set off and does not breach this Section. Customer waives every right to assert a Claim, whether arising under this Agreement or otherwise, as a set off against or a recoupment from any amount due, and will pursue any such Claim as a separate proceeding in accordance with Section 17.8 and Article 23. This Section is a material inducement to Aesthetic Influence to extend the payment terms and any payment plan stated in an Order Form. Nothing in this Section requires payment of an amount that a court of competent jurisdiction has finally determined, in a judgment no longer subject to appeal, is not owed. If this Agreement is terminated before the Service Commencement Date under Section 2.5, Aesthetic Influence will refund amounts paid less its reasonable costs incurred and less any Professional Services already performed at then current rates.

6.13 Grant of Security Interest. To secure the prompt payment and performance of every present and future obligation of Customer to Aesthetic Influence under this Agreement and under every Order Form, Statement of Work, and other agreement between them, including the unpaid balance of any Program Fee or Credit Price, interest, costs of collection, and attorney fees (the "Secured Obligations"), Customer grants Aesthetic Influence a continuing security interest in the following property, wherever located and whether now owned or later acquired, together with all proceeds, products, accessions, substitutions, and related books and records (the "Collateral"). This Agreement is a security agreement for the purposes of Article 9 of the Uniform Commercial Code.

(a) all accounts and payment intangibles arising from services rendered or goods sold by Customer to a patient or customer on a self pay, cash, membership, package, or private pay basis;

(b) all general intangibles, including trade names, goodwill, and contract rights, but excluding any customer, patient, contact, or lead list and any record described in Section 6.14;

(c) all equipment, furniture, fixtures, and devices used in Customer's practice;

(d) all inventory, including injectables, skincare, and retail products;

(e) all instruments, chattel paper, documents, and letter of credit rights; and

(f) all deposit accounts into which any of the foregoing is deposited.

6.14 Excluded Property. The Collateral does not include, and Customer grants no interest in: any medical record, chart, Charting Record, Consent Document, Patient Media, Treatment Plan, or other Protected Health Information, any record that names or reasonably identifies an individual in connection with a treatment, product, service, condition, consultation, appointment, quotation, or price, any patient, customer, contact, or lead list, or any right of access to any of them; any account or receivable payable by Medicare, Medicaid, TRICARE, or any other federal or State health care program, or by any third party payor to the extent Applicable Law restricts its assignment; any professional license, certification, registration, permit, or Drug Enforcement Administration number; any real property or interest in real property; any equity interest in a professional entity to the extent Applicable Law restricts its ownership; or any asset as to which the grant of a security interest would violate Applicable Law or would result in the forfeiture of a material right. Nothing in Section 6.13 or this Section entitles Aesthetic Influence to possess, withhold, condition access to, sell, or otherwise deal with any medical record, and Section 19.2 and Section 19.4 continue to apply in full whatever the state of the Secured Obligations.

6.15 Perfection, Priority, and Further Assurances. Customer authorizes Aesthetic Influence to file one or more financing statements and amendments describing the Collateral, in any jurisdiction Aesthetic Influence selects, without Customer's further signature or authorization, and ratifies any such filing made before the Effective Date. Customer will, on request, execute and deliver control agreements, landlord and mortgagee waivers, and any other document Aesthetic Influence reasonably requires to perfect or continue its security interest, and will give Notice within ten days of any change in its legal name, entity type, jurisdiction of organization, or chief executive office. Customer represents that no other security interest encumbers the Collateral except as it has disclosed in writing before the Effective Date. Aesthetic Influence may, but is not obliged to, subordinate its security interest to a purchase money security interest or to a senior institutional lender, on terms it approves in writing. Within twenty days after the Secured Obligations are paid in full and no further Order Form is in effect, Aesthetic Influence will file a termination statement.

6.16 Enforcement Without Protected Health Information. Aesthetic Influence holds PHI only as a business associate and only for Customer's purposes. Realising on Collateral is Aesthetic Influence's own purpose, and no use or disclosure of PHI for that purpose is authorized by this Agreement or by the Business Associate Agreement. Accordingly, Aesthetic Influence will enforce its security interest in accounts and payment intangibles only by means that do not require it to use, receive, or disclose PHI, and Customer will cooperate with those means. Specifically: Customer will on request deliver a schedule of the accounts comprising the Collateral identified by account number, date, and amount only, without any patient name, contact detail, treatment, diagnosis, or other identifier; Aesthetic Influence may take control of, and require deposit of collections into, a deposit account subject to a control agreement; Aesthetic Influence may require Customer to collect the accounts in the ordinary course as Aesthetic Influence's agent and to remit the proceeds; and Aesthetic Influence may appoint an independent servicer or collection agent that executes a business associate agreement with Customer and receives identifiable information directly from Customer rather than from Aesthetic Influence. Aesthetic Influence will not contact any Patient in connection with a Secured Obligation, will not condition any Patient's access to a record on payment, and will not take any action inconsistent with Section 19.2. If Customer fails to deliver a schedule or to remit proceeds, that failure is an independent material breach and Aesthetic Influence may exercise every other remedy, but the restriction in this Section stands.

6.17 Remedies on Default. On the occurrence of a payment default that continues beyond the cure period in Section 18.3, or on any event permitting acceleration under Section 6.8, Aesthetic Influence may exercise every right and remedy of a secured party under the Uniform Commercial Code and every other right this Agreement or Applicable Law provides, cumulatively and in any order. Customer will assemble the Collateral and make it available at a place Aesthetic Influence reasonably designates, and will not impede a lawful disposition. Customer waives, to the extent Applicable Law permits, demand, presentment, protest, and notice other than the notice of disposition the Uniform Commercial Code requires, and agrees that ten days is commercially reasonable notice. Aesthetic Influence will apply proceeds to the Secured Obligations in the order it elects, and Customer remains liable for any deficiency. No delay or partial exercise waives any remedy, and nothing in this Section limits Section 6.12, Section 6.8, or Article 18.

6.18 The Guarantee. Where an Order Form states that the Guarantee applies, the Guarantee Rider at Exhibit B states it in full and is the only statement of it that has effect. No marketing material, pricing page, proposal, presentation, or conversation varies it, adds a condition, or removes one. Where no Order Form elects it, no guarantee of any kind applies and Section 4.22 governs.

6.19 Change of Control and Ownership Change. A Change of Control means any transaction or series of transactions by which a person or group acquires, directly or indirectly, more than fifty percent of Customer's equity or voting power, the power to appoint a majority of its governing body, or substantially all of the assets of Customer or of a Licensed Location, whether by purchase, merger, recapitalization, management services arrangement, or otherwise, and whether or not it constitutes an assignment. Customer will give Notice not less than fifteen days before any Change

of Control becomes effective, identifying the acquirer, and will give Notice within ten days after admitting or removing an owner holding twenty five percent or more of its equity. On a Change of Control: this Agreement and each Order Form continue in full force and bind the acquirer and every successor; all accrued and future Fees, including the unpaid balance of any Program Fee or Credit Price, remain payable; and Customer will procure, on or before closing, either a written affirmation of the guaranty at Part I of the Order Form from the original guarantor or a replacement guaranty from a person of comparable or better creditworthiness, in each case in the form Aesthetic Influence provides. If Customer does not do so, or if the acquirer is a competitor of Aesthetic Influence, or if Aesthetic Influence reasonably determines that the acquirer presents a credit, security, or regulatory risk, Aesthetic Influence may on Notice given within sixty days after it learns of the Change of Control either accelerate all remaining Fees under Section 6.8 or terminate the affected Order Form, in each case without refund. Failure to give the Notice this Section requires is a material breach and extends Aesthetic Influence's election period until sixty days after it actually learns of the Change of Control.

6.20 No Loan, Time Price, and Savings. The amount by which a Credit Price exceeds the Cash Price is a time price differential. It is the price of buying on deferred payment terms rather than for cash, it is not interest, and no payment plan is a loan, an extension of credit for money borrowed, or a forbearance of money due. Aesthetic Influence does not lend money, and no Fee is consideration for the use, forbearance, or detention of money. Customer may avoid the differential entirely by paying the Cash Price, which is offered to every Customer on the same terms. The parties do not intend to contract for, charge, reserve, or receive any amount that constitutes interest in excess of the maximum rate Applicable Law permits. If any amount payable under this Agreement or an Order Form is finally determined to be interest, then that amount is reduced to the maximum rate Applicable Law permits, any excess already received is applied to reduce the unpaid balance or, if no balance remains, is refunded to Customer, and to the extent Applicable Law permits the amount treated as interest is spread over the full stated term of the payment plan. This Section governs over every other provision of this Agreement and survives termination.

ARTICLE 7. PAYMENT PROCESSING AND PATIENT FINANCING

7.1 Aesthetic Influence Is Not a Payment Processor or Lender. Any payment functionality in the Platform is an interface to a Payment Processor with which Customer holds its own merchant account under its own agreement. Aesthetic Influence is not a party to that agreement, is not a payment processor, money transmitter, payment facilitator, merchant of record, acquirer, lender, credit provider, credit services organization, or debt collector, and does not, except as Section 7.9 expressly provides, hold, transmit, or take custody of Customer's funds or Patient funds. Customer is solely responsible for its merchant agreement, for card network rules, for the Payment Card Industry Data Security Standard as it applies to Customer, for chargebacks and reserves imposed by its Payment Processor, and for any interruption, hold, or termination by its Payment Processor.

7.2 Fee Structure. Any fee Aesthetic Influence charges in connection with payment functionality is a fixed periodic or per transaction amount stated in the Order Form, except that compensation received from a Designated Processor under Section 7.9 may be calculated by reference to the transaction amount in accordance with ordinary market practice for payment processing services. No fee or compensation under this Article is a share of professional fees, varies with the number of Patients treated or the value of treatments sold, or varies according to whether any Patient was introduced or referred by Aesthetic Influence. The parties intend that Fees under this Agreement be consistent with fair market value for the Services actually provided, be set in advance, and not vary with, take into account, or be determined by reference to the volume or value of any referral or of any business generated between the parties or with any third party.

7.3 Patient Payment Plans and Third-Party Financing. Where Customer uses the Platform to offer a Patient a payment plan or to present a third party financing option, Customer is solely responsible for compliance with the Truth in Lending Act and Regulation Z, State retail instalment

sales, small loan, and credit services laws, State usury limits, and all disclosure, licensing, and documentation requirements, and for its own arrangements with any financing provider. Aesthetic Influence does not underwrite, approve, fund, service, or collect any Patient obligation, does not determine whether any arrangement is lawful, and does not advise Customer on how to structure or present one. Customer will obtain its own counsel before offering any Patient payment plan through the Platform.

7.4 Financing Is Offered by an Independent Third Party. Any patient financing, instalment, lending, lease, or deferred payment option presented through or alongside the Platform is offered by an independent third party financing provider under that provider's own agreement with the Patient, with Customer, or with both. Aesthetic Influence is not the lender, creditor, assignee, originator, broker, arranger, servicer, guarantor, or holder of any such obligation, is not a credit services organization, and makes no credit decision. The financing provider alone determines eligibility, underwriting, pricing, rates, fees, terms, approval, funding, servicing, default, and collection, and alone is responsible for the disclosures the Truth in Lending Act, Regulation Z, and State credit law require. Aesthetic Influence gives no representation or warranty as to any financing provider, its terms, its solvency, its compliance, its approval rates, or the availability or continuation of any program, and Section 14.1 governs the relationship generally.

7.5 No Commitment as to Any Financing Program. Aesthetic Influence does not commit that any financing option will be offered, will become available, will remain available, or will be offered on any particular terms. Any statement that a financing program is planned, contemplated, in discussion, or forthcoming is a statement about a possible future arrangement with a third party, is not a commitment, and Section 3.9 applies to it, as does the Services Description forming part of the Documentation. No Fee, Order Form, Guarantee Condition, or other obligation of Customer is contingent on the availability of any financing option, and Customer will not treat the absence, withdrawal, change, or unavailability of one as a breach, a failure of consideration, or a basis to withhold payment. The addition, substitution, modification, suspension, or removal of a financing provider is a Third Party Factor under Section 4.20.

7.6 Presentation and Customer Responsibility. Where Customer elects to present a financing option, Customer is the party offering it to its Patient. Customer will present it in the form and with the disclosures the financing provider and Applicable Law require, will not describe it as offered, endorsed, underwritten, or guaranteed by Aesthetic Influence, will not state or imply that approval is assured, and will not represent any rate, term, or total cost that the provider has not confirmed in writing. Customer is solely responsible for its own agreement with the financing provider, for any merchant discount, dealer fee, or holdback the provider charges, and for whether presenting the option is consistent with Anti-Kickback Laws and with Section 7 of the Guarantee Rider where a Guarantee applies. Aesthetic Influence may decline under Section 21.3 to present, integrate, or continue integrating any financing provider or program.

7.7 Compensation Disclosure. Where Aesthetic Influence receives compensation from a financing provider in connection with Customer's use of that provider, the Order Form or the Documentation will disclose that it does so and the basis on which it is calculated. Any such compensation is set in advance and is consistent with fair market value for the services Aesthetic Influence actually provides to the provider, and Section 7.2 applies to it. Aesthetic Influence does not accept, and will not accept, compensation from a financing provider that is determined by reference to the volume or value of referrals or of business generated between Customer and the provider in a manner Anti-Kickback Laws prohibit.

7.8 Membership and Package Structures. Customer is solely responsible for determining whether any membership, subscription, package, prepaid credit, or discount structure it configures through the Platform constitutes a discount medical plan, an insurance product, an unlawful inducement, an unearned fee, or an unlawful fee split under the law of each State in which it operates, and for compliance with automatic renewal and negative option statutes, prepaid service and breakage rules, and any obligation to segregate or refund unearned amounts.

7.9 Designated Processors. In this Agreement "Designated Processor" means a Payment Processor with which Aesthetic Influence has a referral, agency, or reseller arrangement and which Aesthetic Influence makes available for election in the Order Form or the Documentation. Customer is not required to elect a Designated Processor, may use any Payment Processor it selects, and neither its access to the Platform nor any Service, Fee, or entitlement depends on that election. Where Customer elects a Designated Processor, Customer contracts with that processor on that processor's own terms, Aesthetic Influence is not a party to that contract, and Article 14 governs the processor as a Third-Party Service. Aesthetic Influence may receive compensation from a Designated Processor in connection with Customer's use of it, and the Order Form or the Documentation will disclose that it does so and the basis on which that compensation is calculated. Aesthetic Influence does not hold, transmit, or take custody of funds, and will not do so unless the Order Form expressly states otherwise and Customer executes the additional terms Aesthetic Influence requires. Customer will not process through a Designated Processor any payment made by or on behalf of a federal health care program. Customer is solely responsible for any surcharge, convenience fee, or similar charge it passes to a Patient, including compliance with payment network rules and with the law of each State governing such charges. Customer may change or cease using a Designated Processor at any time, and doing so does not affect the Subscription, the Program, or any Fee.

ARTICLE 8. AVAILABILITY AND SUPPORT

8.1 Availability. Aesthetic Influence will use commercially reasonable efforts to keep the Platform available. It does not commit to any level, percentage, or measure of availability, and no availability target, uptime commitment, or performance guarantee is made by this Agreement, by the Documentation, by any Order Form, or by any other statement. Customer acknowledges that the Platform may be unavailable from time to time, whether for maintenance, for a Third Party Factor, or for any other reason.

8.2 No Credits or Offsets for Unavailability. No service credit, refund, offset, abatement, or other compensation is available for any period of unavailability, for any interruption, degradation, or delay, or for any failure to meet a response or recovery target. Customer will not withhold, reduce, or set off any Fee on account of any of them, and Section 6.12 applies. This Section states a limitation on remedies and is in addition to Article 17.

8.3 Support Detail. The Documentation states the support hours and channels, the severity classification, the response and update targets, the maintenance windows, and the backup, recovery point, and recovery time objectives, and the Order Form states the values agreed with Customer. Response targets measure time to first substantive response and are not resolution commitments; recovery objectives are planning targets and no remedy attaches to a failure to meet one; and a period during which Aesthetic Influence awaits information, access, or a decision from Customer is excluded from every target. Where a value is not stated in the Order Form, no commitment is made as to that item. This Section does not apply to the Program, Marketing Services, Professional Services, an AI Feature, or pre release functionality.

8.4 Maintenance and Exclusions. Aesthetic Influence may perform scheduled maintenance within the windows the Documentation states and emergency maintenance at any time. Unavailability is excluded from any availability calculation to the extent caused by scheduled or emergency maintenance, a suspension permitted by this Agreement, Customer Systems, a Third-Party Service, Customer's acts or omissions, a force majeure event, or use inconsistent with this Agreement or the Documentation.

8.5 Support and Excluded Services. Aesthetic Influence will provide support in accordance with the Documentation. Support does not include, and Aesthetic Influence may decline or may charge at its then current rates for: development of custom functionality, reports, integrations, or exports; configuration Customer is able to perform itself; support of Customer Systems, a Third-Party Service, a device, a browser, or a network; data entry, data cleansing, or remediation of data quality

problems Customer caused; recovery of data Customer deleted; training beyond what the Order Form includes; on site attendance; support of a version, browser, or mobile operating system more than one release behind the then current supported version; support requested outside published hours; or any activity that would constitute clinical, legal, regulatory, or compliance advice. Aesthetic Influence may require Customer to update to a supported version as a condition of support.

ARTICLE 9. ACCEPTABLE USE AND SUSPENSION

9.1 Acceptable Use. Customer will not, and will not permit any Authorized User or other person to, use the Platform: in violation of Applicable Law or of the rights of any person; to submit, store, or transmit any material that is unlawful, defamatory, harassing, obscene, or infringing; to transmit malware or any harmful code; to send any communication in violation of Communications Laws or without the required consent; to make or facilitate any false, misleading, or unsubstantiated claim about a treatment, product, result, credential, or price; to present any output of an AI Feature as the work of a licensed professional or as a clinical determination; to submit information about a person other than a Patient of Customer without authority; to conduct any activity in violation of Anti-Kickback Laws; to attempt to gain unauthorized access to any system, account, or data; to test, probe, or scan for vulnerabilities without prior written authorization; to use automated means to access the Platform other than through an interface Aesthetic Influence provides; or in any manner that violates the acceptable use policy forming part of the Documentation, which is incorporated by reference and which Aesthetic Influence may update on Notice.

9.2 Conduct of Authorized Users. Customer will ensure that each Authorized User uses the Platform under that user's own identity and does not misrepresent who they are or whom they act for; treats other users and Aesthetic Influence personnel without harassment, abuse, or discrimination; records accurately and does not backdate, alter, or fabricate a record, an attendance entry, a consent, or a signature; does not create an account for or collect information about a person under eighteen except as a Patient record its parent or guardian has authorized; does not present a person who is not a Practitioner as making a clinical determination, and does not permit a non clinician to select, recommend, or approve a treatment; does not use urgency, pressure, or a manufactured deadline to obtain a Patient's agreement to a Treatment Plan; and does not use the Platform in connection with a product or service whose sale, promotion, or dispensing at the Licensed Location is unlawful or outside the Practitioner's scope of practice. Where a prohibited discussion begins in any community or session, Customer will not participate, will leave, and will report it to Aesthetic Influence.

9.3 No Duty to Monitor. Section 12.8 states that Aesthetic Influence does not review, screen, or approve Customer Data or Customer Materials, states the circumstances in which it may nevertheless remove them, and provides that no exercise or non exercise of that right creates any duty to monitor. That Section applies to this Article.

9.4 Community Conduct and Competitively Sensitive Information. The member community, forums, group sessions, masterminds, benchmarking features, and events bring together practices that compete or may compete with one another. Customer will not, in any of them, disclose, solicit, or exchange its own or another participant's current or future prices, price changes, discounts, package or membership pricing, margins, costs of goods, wages or compensation, capacity, or plans as to markets, territories, or patients, and will not enter into or invite any agreement, understanding, or coordinated course of conduct with another participant as to price, discount, output, capacity, territory, market or patient allocation, supplier selection, or the recruitment or compensation of personnel. Discussion of a participant's own past and general experience, of publicly available information, and of Aesthetic Influence's own published pricing is not restricted. Customer will not disclose PHI, Patient Media, or any information identifying a Patient in any community, forum, session, or event, and will not disclose another participant's Confidential Information.

9.5 Aesthetic Influence Does Not Moderate for Compliance. Aesthetic Influence does not review, moderate, or screen community content for compliance with competition law, Healthcare Laws, advertising law, or any other Applicable Law, and Section 9.3 applies. Its provision of a benchmarking, comparison, or aggregate reporting feature is not an invitation to exchange competitively sensitive information, and any such feature draws only on De-Identified Data in accordance with Section 10.7. Participants are independent businesses; nothing in the community creates any partnership, joint venture, agency, association, or common enterprise among them or with Aesthetic Influence. Aesthetic Influence may remove content, restrict participation, suspend under Section 9.7, and terminate under Section 18.3 for a breach of Section 9.4, and Customer indemnifies Aesthetic Influence under Section 16.2 for every Claim arising from what Customer or its personnel post, say, or agree in any community, forum, session, or event.

9.6 Enforcement Steps. Where Aesthetic Influence identifies conduct that breaches Section 9.1 or otherwise breaches this Agreement, it may, in the order and combination it considers appropriate to the circumstances, notify Customer and require remediation within a stated period, disable or restrict the specific feature, workflow, integration, message channel, content item, or User Account involved, require completion of remediation or training as a condition of restoration, or suspend under Section 9.7. Aesthetic Influence will use reasonable efforts to apply the least disruptive measure sufficient to address the risk, and no exercise of a lesser measure waives the right to suspend or terminate.

9.7 Suspension. Aesthetic Influence may suspend all or part of Customer's access immediately on Notice where: an amount is more than fifteen days past due and unpaid five business days after a delinquency Notice; it reasonably believes continued access presents a security risk to the Platform, Customer Data, or another customer; it reasonably believes the use violates Applicable Law, exposes it to liability, or breaches Section 9.1 in a way a lesser measure will not address; a Third-Party Service or Subprocessor has suspended a service the functionality depends on; it receives a subpoena, order, or governmental demand requiring it, in which case it will give prompt Notice where the law and the process permit; a Practitioner's license is suspended, revoked, restricted, or subject to disciplinary action and Customer continues to use the affected functionality; or suspension is reasonably necessary to protect Aesthetic Influence from potential liability. Suspension may be effected by any lawful means including a disabling device. Where circumstances permit, Aesthetic Influence will give advance Notice and an opportunity to remediate at Customer's cost. A suspension continues only while its cause continues, and access is restored promptly once the cause is resolved to Aesthetic Influence's reasonable satisfaction.

9.8 Effect of Suspension. Suspension does not relieve Customer of any payment obligation, does not extend the Program Term or any Membership Term, and does not entitle Customer to any credit or refund. Aesthetic Influence will restore access promptly after the cause is cured, and may charge a reasonable reinstatement fee where the suspension was for non payment or for a breach of Section 9.1. During a suspension Aesthetic Influence will preserve Customer Data in accordance with Article 19 and will not delete it except as Article 19 permits, and will provide Customer a reasonable means of obtaining Customer Data required for continuity of patient care on request. An unremedied cause of suspension continuing for thirty days is a material breach entitling Aesthetic Influence to terminate under Section 18.3.

ARTICLE 10. DATA, PRIVACY, AND SECURITY

10.1 Ownership. As between the parties, Customer owns all right, title, and interest in Customer Data and Customer Materials. Aesthetic Influence acquires no right in them except the limited rights this Agreement grants. Aesthetic Influence owns the Platform, the Documentation, Usage Data, and De-Identified Data.

10.2 Patient Information Captured in a Consultation. Patients are not Authorized Users, are not given accounts or credentials, and do not access the Platform. Where an Authorized User presents a Treatment Plan, a Consent Document, or any other document to a Patient in the course of a

consultation, Customer operates that workflow, on a device Customer controls and in a session an Authorized User has opened. Where the Patient confirms information, applies a signature, or otherwise provides information in that session, the information the Patient provides is Customer Data, Customer owns it under Section 10.1, and Aesthetic Influence is not an independent controller or collector of it, does not obtain it for its own purposes, and does not review or verify it. Customer determines whether and when any document is presented to a Patient, what it contains, and to whom any executed copy is delivered. Customer is responsible for every notice, disclosure, consent, and authorization Applicable Law requires before a Patient provides information, and Sections 5.3 and 5.10 apply. Where the information is PHI, Section 10.3 and the Business Associate Agreement govern it, and where a signature is captured Article 11 governs it.

10.3 Business Associate Relationship. Where Aesthetic Influence creates, receives, maintains, or transmits PHI for Customer it does so as a business associate and the Business Associate Agreement at Exhibit A governs. That agreement controls over a conflicting provision of this Agreement as to the substantive obligations it addresses, and only as to those. Article 16, Article 17, and every other limitation of liability, exclusion of damages, disclaimer, exclusive remedy, and allocation of risk in this Agreement apply to all Claims however arising, including Claims under or relating to the Business Associate Agreement, and no business associate agreement or comparable instrument varies them except by a writing that identifies the Section being varied and is signed by an authorized signatory of Aesthetic Influence. Customer is the covered entity, is responsible for its own HIPAA compliance, and determines what PHI it submits and how the Platform applies the minimum necessary standard. Unless and until the parties execute a business associate agreement materially in the form of Exhibit A, Customer will not use the Platform for PHI, Aesthetic Influence is not a business associate or subcontractor as HIPAA defines those terms, and Aesthetic Influence has no liability in respect of PHI. The parties do not intend to establish a relationship of agency under the federal common law of agency for the purposes of HIPAA liability.

10.4 Designated Modules and the PHI Perimeter. Aesthetic Influence designates in the Documentation which modules, features, and workflows of the Platform are supported for the processing of PHI. The PHI specific functionality of the Platform, and Aesthetic Influence's service commitments in respect of PHI, apply to those designated modules. The Business Associate Agreement applies to PHI that Aesthetic Influence creates, receives, maintains, or transmits for Customer, whatever the module through which it is received. Customer will not submit PHI into any module, feature, or workflow that is not designated, and will not include PHI in any support ticket, chat, email to support, community post, feedback submission, uploaded analysis document, or marketing configuration. A submission in breach of this Section is a breach of Section 5.14. Aesthetic Influence will handle PHI that reaches it through a workflow that is not designated in accordance with the Business Associate Agreement, and as between the parties Customer is responsible for the submission and for every consequence of it, subject to Section 10.9 and Article 16. Customer will give Notice promptly on becoming aware of such a submission so that Aesthetic Influence can assist in remediation at Customer's cost.

10.5 Warnings, Detection, and De-identification. Aesthetic Influence applies reasonable warnings, detection, blocking, and redaction controls to those workflows it identifies in the Documentation as not supporting PHI. Those controls apply to the workflows so identified and not to every input field in the Platform. Automated detection cannot identify every form in which PHI may be expressed, and Aesthetic Influence does not warrant that it will. Customer remains responsible for not submitting PHI into a workflow that is not designated under Section 10.4 and for de-identifying data it submits where de-identification is required.

10.6 Permitted Use of Customer Data. Aesthetic Influence will use and disclose Customer Data only to provide, support, secure, maintain, and improve the Services for Customer, to comply with Applicable Law, and as the Business Associate Agreement otherwise permits. Aesthetic Influence will not sell Customer Data, will not share it for cross context behavioral advertising, will not use it to advertise to any Patient, and will not use PHI to train, fine tune, or improve any model except to

the extent the Business Associate Agreement and Article 13 expressly permit and only on properly de identified data.

10.7 Usage Data and De-Identified Data. Aesthetic Influence may generate and use Usage Data and De-Identified Data for security, capacity planning, product development, benchmarking, analytics, and aggregate industry reporting, and may retain and use them after termination. It may use and disclose PHI to provide data aggregation services and to create De-Identified Data except as HIPAA or the Business Associate Agreement limits. Once de identified under 45 C.F.R. 164.514(b), information is no longer PHI and neither the Business Associate Agreement nor the PHI provisions of this Agreement apply to it. Aesthetic Influence will not attempt to re identify De-Identified Data and will contractually prohibit recipients from doing so. Aggregate output will not identify Customer, a Licensed Location, a Practitioner, or a Patient, and will draw on no fewer than ten customers. Aesthetic Influence owns Usage Data, De-Identified Data, and Output, and Customer irrevocably assigns any interest it may have in them, and Aesthetic Influence may process, modify, display, license, sell, and otherwise commercialize them during and after the Subscription Term. Aesthetic Influence will not disclose or sell any individual or identifiable Customer Data in any form.

10.8 Security Program. Aesthetic Influence will maintain a written information security program with administrative, physical, and technical safeguards appropriate to the nature of the Services and the sensitivity of Customer Data, and no less protective than the security standards forming part of the Documentation. Its measures include encryption of Customer Data in transit using industry standard protocols and at rest, role based access control and least privilege, multifactor authentication for administrative access, logging and monitoring of access to Customer Data, background screening and confidentiality obligations for personnel with access, workforce security training, vulnerability management and patching, secure development practices, incident response and business continuity plans tested at least annually, and periodic third party assessment. Aesthetic Influence may modify a control provided the change does not materially reduce the protection afforded to Customer Data.

10.9 Customer Side Failures. Notwithstanding any other provision of this Agreement, the Business Associate Agreement, or any other instrument between the parties, Aesthetic Influence has no obligation or liability in respect of any breach, loss, unauthorized access, or unauthorized disclosure resulting from Customer Systems; from Customer's security configuration or administration of the Platform; from credentials Customer failed to protect or to disable within the period Section 3.3 requires; from Customer's transmission of PHI or other Personal Information by email, text message, chat, facsimile, portable media, or any other channel Aesthetic Influence has not designated as secure; from a Third-Party Service Customer connected; or from Customer's submission of data in breach of Section 5.14 or its configuration in breach of Section 5.5.

10.10 Security Control Standards. The Documentation states the specific standards, frequencies, and periods for the controls in Section 10.8, including personnel screening and access revocation, access review, encryption and key rotation, secure development, environment segregation, log retention and alerting, vulnerability scanning and remediation, annual independent penetration testing, incident response, and vendor risk assessment. Aesthetic Influence may change a stated value provided the change does not materially reduce the protection afforded to Customer Data.

10.11 Security Incident Notification. Aesthetic Influence will notify Customer of a Security Incident affecting Customer Data without unreasonable delay and in any event within sixty calendar days after discovery, or within any shorter period Applicable Law requires, discovery being the first day it is known or, by exercising reasonable diligence, would have been known. Aesthetic Influence maintains monitoring sufficient to detect a Security Incident independently of any notice from a Subprocessor and will not treat its own discovery as postponed by a Subprocessor's notification period. Its notice will state, so far as then known, what occurred, the categories and approximate volume of Customer Data involved, the individuals affected, the steps taken, and a contact, and will be supplemented as more is learned. Customer acknowledges that

Aesthetic Influence does not routinely inspect the content of Customer Data and may therefore be unable to identify the individuals affected or the categories involved, and that Customer, as covered entity, determines the affected population from its own records and decides whether notification is required. Where the Security Incident is caused by Aesthetic Influence's breach of this Article, Aesthetic Influence will bear the reasonable and documented costs of forensic investigation, of required notifications, and of twelve months of credit monitoring where Applicable Law requires it or it is customary for incidents of that type, in each case subject in all respects to Article 17. Customer will not issue any notification or statement naming or characterising Aesthetic Influence without its prior written approval, not to be unreasonably withheld, except where Applicable Law requires the notification sooner than approval can reasonably be obtained.

10.12 Subprocessors. Aesthetic Influence may engage Subprocessors, including hosting and infrastructure providers, artificial intelligence and natural language processing providers, transcription providers, messaging and telephony gateways, analytics providers, and integration partners, will maintain a current subprocessor list as part of the Documentation, and will give Customer at least thirty days notice before adding a Subprocessor that will process Customer Data, except where a shorter period is necessary to address a security or continuity risk. Aesthetic Influence will impose on each Subprocessor written obligations no less protective than those in this Article and, where the Subprocessor will handle PHI, will obtain a business associate agreement that satisfies 45 C.F.R. 164.314(a) and imposes notification obligations sufficient for Aesthetic Influence to meet Section 10.11. Aesthetic Influence remains responsible for the acts and omissions of its Subprocessors as for its own. If Customer reasonably objects to a new Subprocessor on documented security or regulatory grounds within fifteen days after notice, the parties will work in good faith to identify an alternative, and if none is reasonably available Customer may terminate the affected Service on Notice, with a pro rata refund of prepaid Fees for the terminated Service, as its sole remedy.

10.13 Intentionally Omitted.

10.14 Photographs, Facial Imagery, and Biometric Identifiers. The Platform stores and displays clinical photographs and video that Customer captures and uploads, and permits markup and annotation over them. Aesthetic Influence does not collect, extract, generate, compare, match, or analyze a facial template, faceprint, facial geometry, voiceprint, or any other biometric identifier from that imagery, does not treat facial features appearing in it as a distinct data category, and does not use it for identification, verification, or recognition. Any facial or bodily feature present is incidental to a clinical photograph captured by Customer for Customer's own purposes. Customer is solely responsible for the consents, notices, retention schedules, and deletion obligations that any biometric or consumer health data statute imposes in respect of the imagery it captures, uploads, stores, and retains in the Platform, and will not enable, configure, or connect any feature or Third-Party Service that performs biometric identification on Customer Data without Aesthetic Influence's prior written consent.

10.15 Patient Rights and Legal Process. Aesthetic Influence will enable Customer to access, amend, export, restrict, and delete Customer Data in order to respond to a Patient request, whether through functionality made available in the Platform or through Aesthetic Influence's documented internal processes, and will provide reasonable assistance where Customer cannot do so through the Platform, at Aesthetic Influence's then current rates where the assistance is more than incidental. Customer is responsible for responding to every request from a Patient or a Patient's personal representative. If Aesthetic Influence receives such a request directly it will refer it to Customer. If Aesthetic Influence receives a subpoena, warrant, or other legal process seeking Customer Data, it will, unless prohibited by law, give Customer prompt notice and a reasonable opportunity to object, and will disclose only what is legally required.

10.16 State Privacy Laws. Where a State comprehensive privacy law, consumer health data law, or biometric law applies to Customer Data, Aesthetic Influence acts as a service provider,

processor, or comparable role, will process Customer Data only on Customer's documented instructions and for the purposes stated in this Article, will not retain, use, or disclose it for any other purpose or outside the direct business relationship, and will not combine it with data from another source except as permitted for a service provider. Aesthetic Influence certifies that it understands and will comply with these restrictions. This Article states the additional terms that apply.

10.17 Audit. Once in any twelve month period, on thirty days notice, Customer may request and Aesthetic Influence will provide its then current third party security assessment or audit report, a completed standard security questionnaire, and a written response to reasonable follow up questions. Where Customer is required by a regulator to obtain more, the parties will cooperate in good faith to satisfy the requirement by the least burdensome means. Aesthetic Influence is not required to permit on site inspection of a multi tenant environment, to disclose information that would compromise the security of another customer, or to disclose information subject to a confidentiality obligation to a third party. Customer will not conduct penetration testing, vulnerability scanning, or any other intrusive assessment of the Platform or of Aesthetic Influence's systems without Aesthetic Influence's prior written consent, which may be withheld in its discretion. All audit material is Confidential Information of Aesthetic Influence.

10.18 Contact Records and the Customer Relationship Database. The Platform maintains contact records for individuals, comprising identity and contact details, source and campaign attribution, consultation and Treatment Plan history, treatments received, proposed, or enquired about, communication history and consent status, payment and financing history, and notes, tags, segments, and scores applied by Customer or generated by the Platform (together the "Contact Records"). Section 10.26 governs their characterization, and Customer acknowledges that substantially all Contact Records are PHI.

10.19 Ownership and Permitted Use of Contact Records. Contact Records are Customer Data and Customer owns them. Aesthetic Influence may use them only to provide, support, secure, and maintain the Services for Customer, to perform Marketing Services Customer has ordered, and as the Business Associate Agreement otherwise permits. Aesthetic Influence will not use Contact Records to market to any individual on its own behalf, will not disclose or transfer them to another customer, will not include them in any shared, pooled, syndicated, or cross customer audience, list, or model, and will not use them to generate a lead for any person other than Customer. Aesthetic Influence may derive Usage Data and De-Identified Data from Contact Records as Section 10.7 permits, and the ownership and commercialization rights in that Section apply to the derived data and not to the Contact Records themselves.

10.20 Enrichment, Scores, and Derived Fields. Where the Platform appends, infers, or calculates a field that is not information Customer or the individual supplied, including a lead score, a propensity or likelihood indicator, a segment assignment, a lifetime value estimate, a channel attribution, or a next best action, that field is Output and Aesthetic Influence owns it, and Customer receives the license in Section 12.3 to use it within the Platform and in its own practice during the Subscription Term. A derived field is not a clinical determination, is not a diagnosis, and Section 13.3 and Section 13.13 apply to it. Customer will not use a derived field to decide whether an individual is offered, refused, or differently priced a treatment on the basis of an inferred health characteristic.

10.21 Attribution. Attribution of a lead, appointment, consultation, or sale to a source, campaign, channel, or Service is generated by the Platform using the configuration, tracking, and inputs available to it, is an estimate rather than a measurement, and may differ from the figures an advertising platform, a call tracking provider, or Customer's own records report. Attribution output is Output. No Fee, credit, Guarantee Condition, or other entitlement is determined by reference to attribution output unless an Order Form expressly so states, and Aesthetic Influence gives no warranty as to attribution accuracy.

10.22 Consent, Suppression, and Do Not Contact. The Platform records the consent status of each contact and maintains suppression and do not contact lists. Customer is responsible for the accuracy and completeness of every consent record, for recording each consent at the time it is obtained, for recording the channel, scope, wording, and date of each consent, and for applying every opt out, revocation, and do not contact request promptly across every channel and every list. Customer acknowledges that the consent record maintained in the Platform is the record on which the lawfulness of its communications depends and that Aesthetic Influence does not verify it. Aesthetic Influence will not remove or override a suppression entry except on Customer's documented instruction, and Customer bears sole responsibility for the consequences of any such instruction. Suppression and do not contact entries survive termination in Customer's export and Customer will carry them forward to any successor system.

10.23 Imported and Migrated Contacts. Where Customer imports or migrates contacts from a prior system, another practice, a purchased list, an acquisition, a manufacturer, or any other source, Customer represents that it holds the right to import each contact, that it holds every consent required for every channel on which it intends to communicate with that contact, that the consent has not lapsed or been revoked, and that the import does not breach any agreement with the source. Customer will preserve and import the associated consent evidence and suppression entries. Aesthetic Influence does not validate an import, and may suspend a campaign or an import under Section 9.7 where it reasonably believes the consent basis is absent or unreliable.

10.24 Marketing Use and Authorization. Customer acknowledges that a communication that encourages an individual to purchase or use a product or service, and that is made using PHI, is marketing within the meaning of HIPAA and requires a valid HIPAA authorization unless an exception applies. Customer is solely responsible for determining whether an authorization is required for each campaign, audience, segment, or message, for obtaining it, for recording it, and for confining each audience to individuals whose authorization covers the intended use. Aesthetic Influence will build an audience only from the criteria Customer specifies and does not determine whether the resulting audience is lawful. Where Aesthetic Influence performs Marketing Services, it acts on Customer's documented instructions and Section 4.8 applies.

10.25 Export of Contact Records. Contact Records, including consent status, suppression entries, communication history, and Treatment Plan history, form part of the export under Section 19.2, are not Collateral under Section 6.14, and are not subject to any remedy in Section 6.17.

10.26 Information That Is Not Protected Health Information. Some information the Platform processes is not PHI: workforce records, community and forum content, aggregate campaign analytics, and information about an unidentified visitor to a general informational page. State comprehensive privacy, consumer health data, and biometric statutes govern those. But the Platform records the names of individuals together with the treatments they have received, are scheduled to receive, have been proposed, or have enquired about. A record that identifies an individual and indicates that the individual has sought, received, been offered, or expressed interest in a treatment from a health care provider is individually identifiable health information from the moment it exists. Accordingly every record in the Platform that names or reasonably identifies an individual and references a treatment, product, service, condition, concern, consultation, appointment, quotation, or price is presumed to be PHI, whether described as a patient, prospect, lead, enquiry, or contact, and the Business Associate Agreement governs it. Customer may rebut the presumption for a defined category only by Notice identifying the category and the basis, and Aesthetic Influence may decline the rebuttal, in which case the presumption stands.

10.27 Roles and Processing Instructions. As to information within Section 10.26 that is not PHI, Customer is the controller, business, or comparable role and Aesthetic Influence is the processor or service provider. Aesthetic Influence is the controller of Usage Data, De-Identified Data, Output, account and billing records, and security logs. The parties are not joint controllers. Aesthetic Influence processes Customer Data only on Customer's documented instructions, being this Agreement, each Order Form, the Documentation, and Customer's configuration choices; Sections

10.6, 10.7, 10.8, and 10.12 state the permitted uses, retained rights, safeguards, and subprocessor terms and apply here; and it certifies that it understands and will comply with the restrictions applicable to a service provider and will not combine Customer Data with information from another source except as a service provider may. It will provide reasonable assistance with impact assessments and regulator responses at its then current rates where more than incidental. Customer authorizes processing in any jurisdiction in which Aesthetic Influence and its Subprocessors operate, subject to the Data Location Election and the Business Associate Agreement. Aesthetic Influence does not make, and the Platform is not designed to make, any decision producing a legal or similarly significant effect on an individual without human involvement. If a change in Privacy Law requires a term not stated here the parties will negotiate an amendment limited to what the law requires.

10.28 Geofencing. Neither party will establish, and Customer will not direct Aesthetic Influence to establish, a geofence, virtual boundary, or location based audience around or within a specified distance of a health care facility, provider location, or other place where health care is delivered, for the purpose of identifying, tracking, collecting data from, or delivering an advertisement or message to an individual, where Applicable Law prohibits it. Customer is responsible for the location based targeting it configures or requests.

10.29 Tracking Technologies. The Platform comprises an authenticated environment, reached only after a person signs in or follows a link addressed to that person, and an unauthenticated environment of general marketing pages. Aesthetic Influence will not deploy, and will not permit a Subprocessor to deploy, within the authenticated environment or on any patient facing surface, any advertising pixel or tag, conversion tag, third party analytics tag, session replay tool, or heatmap that transmits Customer Data or information about an identified individual's interaction to a third party for that third party's own purposes; analytics Aesthetic Influence operates for its own security, performance, and product purposes are permitted and their output is Usage Data. Session recording, keystroke capture, and heatmapping of a patient facing surface are disabled unless an Order Form enables them and Customer confirms it holds the required consent. Customer is solely responsible for every tracking technology it deploys on its own properties and every technology it directs Aesthetic Influence to deploy, for determining whether a disclosure to an advertising platform requires an authorization, and for the consequences of transmitting an identifier permitting an inference about an individual's condition, treatment, or provider. Where Customer configures event data, custom properties, or destinations, the Platform transmits what Customer configured to the destinations Customer configured, and a configuration causing an impermissible disclosure is Customer's responsibility. Where a consumer health data statute applies, Customer is responsible for the consents, notices, and rights mechanisms it requires. Section 5.5 applies.

ARTICLE 11. ELECTRONIC RECORDS AND SIGNATURES

11.1 Scope, Framework, and Core Requirements. This Article governs every electronic record and signature created, presented, captured, stored, or delivered through the Platform, by Patients, Practitioners, Customer's workforce, and Customer. It is drafted by reference to the Electronic Signatures in Global and National Commerce Act, the Uniform Electronic Transactions Act as enacted in the applicable State, and State law governing electronic health records and patient consent. It allocates responsibility; it does not determine whether any record satisfies any legal requirement, and Aesthetic Influence gives no opinion that it does. For every signing the Platform presents the document in a form that can be read, downloaded, and retained; requires an affirmative act distinct from navigating, scrolling, or closing; associates the signature with the document and the identified signer; records the audit trail in Section 11.8; and makes the executed record available. No signature is captured before the document is presented. Before an individual signs, the Platform presents the disclosure and obtains the consent to transact electronically that Applicable Law requires, and Customer is responsible for the accuracy of that disclosure in its jurisdiction and for offering a paper alternative on request. The Platform authenticates by the means Customer configures, and Customer is responsible for selecting a method appropriate to the

document and Applicable Law, for confirming the identity, capacity, and authority of every signer including any personal representative, and for everything else this Article does not expressly place on Aesthetic Influence. Aesthetic Influence has no obligation to verify identity, capacity, or authority, does not provide legal advice on electronic signature or records law, and Section 4.15 applies.

11.2 Consent to Transact Electronically, Withdrawal, and Paper Copies. Before an electronic record is provided to a Patient or other individual in satisfaction of a requirement of Applicable Law that a record be provided or retained in writing, the Platform presents the disclosures the Electronic Signatures in Global and National Commerce Act requires, being that the individual may elect to receive the record on paper, how a paper copy may be obtained and any fee for it, the right to withdraw consent together with the consequences and the procedure for doing so, whether consent applies to a single transaction or to a category of records, the hardware and software required to access and retain the record, and how the individual updates contact information. Consent is captured by an affirmative act distinct from navigating, scrolling, or closing. Withdrawal of consent operates prospectively only and does not affect the validity of a record already executed or the enforceability of a transaction already completed. Customer determines whether a given record is subject to such a requirement in its jurisdiction, is responsible for the accuracy and sufficiency of the disclosure presented, and is responsible for providing a paper copy on request and for giving effect to a withdrawal of consent. Section 5.16 governs Customer's own consent to transact electronically with Aesthetic Influence.

11.3 Attribution, Authentication, and Repudiation. An electronic signature applied through the Platform is attributable to the person whose authentication credential was used to apply it, and the authentication method recorded, the credential presented, and the audit trail under Section 11.8 are the record of that attribution. Customer is responsible for issuing, controlling, and revoking every credential, for ensuring that no credential is shared and that no signature is applied by a person other than the signer, and for configuring an authentication method appropriate to the record being signed and to Applicable Law. Where Customer permits signing on a shared device or under a shared or generic credential, attribution is correspondingly weaker and Customer accepts that consequence. Where a signer disputes having applied a signature, Customer will notify Aesthetic Influence promptly and Aesthetic Influence will make the audit trail for that signing available to Customer. Aesthetic Influence does not determine whether any signature is valid, binding, or attributable, gives no opinion on the question, and is not a witness, notary, certifying authority, or custodian of records for any purpose.

11.4 Workforce and Internal Signing. Where an Authorized User applies a signature to an internal record through the Platform, including an acknowledgment of a policy, a training or attendance record, an attestation, or an internal approval, this Article applies to that record as it applies to a Patient signing. Customer is solely responsible for determining whether any such record satisfies an employment, licensing, accreditation, supervision, or record keeping requirement applicable to Customer or to any member of its workforce, and for retaining it under Section 11.9 where it must be retained. Nothing in this Article makes Aesthetic Influence the employer, supervisor, or record custodian of any member of Customer's workforce, and Section 21.3 continues to apply.

11.5 Patient Signing. Where a Treatment Plan is presented for signature the Platform displays the plan, its itemized services and pricing, the disclaimer Customer configured, and separate acknowledgment and signature blocks. Where a Consent Document is presented, the Platform pins the version presented so that the executed record reflects the text the signer actually saw, and a later change to the Consent Document does not alter an executed record. The Platform delivers an executed copy to the address the signer provides. Consent to be contacted and consent to be recorded, where captured, are captured as separate affirmative acts and not by the same click that signs a Treatment Plan. Customer is responsible for the sufficiency of every Consent Document

under Section 5.6, for the accuracy of every Treatment Plan under Section 5.7, and for the consents required under Section 5.3.

11.6 Practitioner and Customer Signing. A Practitioner Signature is enrolled to a named Practitioner and may be applied only by that Practitioner. Customer will not permit any other person to apply it, will withdraw enrolment promptly when a Practitioner ceases to be engaged, and bears the entire risk of any signature applied through a User Account it controls. Where the Platform permits a document to be prepared for a Practitioner, the Practitioner must review and affirmatively adopt it before signature, and Customer will not configure or operate the Platform to apply a Practitioner Signature without that review. Any signature applied through Customer's tenant is attributable to Customer and to the Practitioner to whom it is enrolled. Customer represents that each person who signs on its behalf is authorized to bind it.

11.7 Provider of Record and Display Attribution. The Practitioner identified on a Treatment Plan or other patient facing document generated through the Platform is the provider of record Customer selects for that document. That identification is a display attribution only. It is not a Practitioner Signature, is not an electronic signature, and is not evidence that the identified Practitioner prepared, reviewed, or approved the document. An Authorized User other than the identified Practitioner may prepare a Treatment Plan, and Customer remains solely responsible for any clinical review that Applicable Law, professional standards, or its own policies require before the document is presented to a Patient. Sections 5.1 and 5.7 apply.

11.8 The Audit Trail. For each signing the Platform records the document and version presented, the identity asserted by the signer and the authentication performed, the date and time, the network address and device information available to it, the sequence of pages presented and affirmative acts taken, and the delivery of the executed copy. Aesthetic Influence maintains the audit trail in a manner designed to detect alteration and associates it with the executed record. Customer may retrieve the audit trail through the Platform during the Subscription Term and during the export period in Article 19.

11.9 Retention, Production, and Admissibility. Customer determines the retention period required for each category of record and is solely responsible for meeting it. Aesthetic Influence retains executed records for the periods stated in the Documentation and no longer, subject to Article 19 and Section 19.4. On a legal hold notice from Customer identifying the records with reasonable particularity, Aesthetic Influence will suspend routine deletion of those records for the period Customer states and will produce them in the Platform's standard export format, at its then current rates where production is more than incidental. Aesthetic Influence gives no opinion on and no warranty of the admissibility, sufficiency, or legal effect of any record or signature, and neither party will challenge the validity or enforceability of a record or signature solely because it is electronic.

ARTICLE 12. INTELLECTUAL PROPERTY AND CONTENT

12.1 Aesthetic Influence Property. Aesthetic Influence and its licensors own all right, title, and interest in the Platform, the software, the Documentation, all education and content made available under Section 4.4, all templates, curricula, playbooks, scripts, workflows, prompts, models, methodologies, know how, and all Output and Deliverables, and all Intellectual Property Rights in each of them, together with all modifications, improvements, and derivative works, whenever and by whomever conceived. Except to the extent an Order Form or Statement of Work expressly states otherwise, Aesthetic Influence retains ownership of every Deliverable produced in performing Professional Services or Marketing Services, and Customer receives only the license in Section 12.3. Nothing in this Agreement conveys ownership of any of the foregoing.

12.2 License to Customer Data and Customer Materials. Customer grants Aesthetic Influence a non exclusive, worldwide, royalty free right, during the Subscription Term and for the retention period in Article 19, to host, store, reproduce, transmit, display, adapt, and otherwise process

Customer Data and Customer Materials solely as necessary to provide the Services and as Section 10.6 permits. Customer represents that it holds all rights and consents necessary to grant this license.

12.3 Licensed Content, Output, and Deliverables. Where Aesthetic Influence makes content available for Customer's use, or produces a Deliverable or Output for Customer, Customer receives a limited, revocable, non exclusive, non sublicensable, non transferable license, during the Subscription Term, to use, adapt, reproduce, and display it at its Licensed Locations in operating its practice; to train its own workforce with it; to present and distribute it to its own Patients and prospective patients, including as patient education material, handouts, consultation material, and presentations; and to adapt and publish it in Customer's own marketing, social media, website, printed material, and events in accordance with Section 12.10. Templates, slide decks and presentations, scripts, social media assets, creative examples, and educational material that Aesthetic Influence supplies are provided for those uses, and nothing in this Section restricts Customer from using them for them. Customer will not, however, resell, license, sublicense, syndicate, rent, lend, or otherwise supply the content, in its original or in an adapted form, to any other practice, business, organisation, or person; will not make it available to any person other than its own workforce, its own Patients and prospective patients, and the audience of its own marketing; will not use it, or permit it to be used, to create, deliver, support, or market any program, curriculum, course, coaching, consulting, membership, or software offering that competes with the Services; will not share access to the Platform or to the content with any person who is not an Authorized User; and will not remove or obscure any proprietary notice. On expiry or termination Customer will cease using the content and will delete or destroy copies within thirty days, except that Customer may retain and continue to use, in its own practice only, materials it has adapted into its own operating documents, any patient facing document already delivered to a Patient, and any item already published under Section 12.10, which Customer is not required to withdraw, retract, or take down.

12.4 Patient Media and Marketing Content. Customer grants Aesthetic Influence no right to use Patient Media except as necessary to provide the Services, except as Section 22.2 and Section 22.3 provide. Aesthetic Influence will not use any Patient Media in marketing without a HIPAA compliant authorization from the individual, obtained by Customer, that names Aesthetic Influence, and Customer will deliver a copy on request. Customer will identify any Patient Media as to which an authorization has been revoked, and Aesthetic Influence will cease prospective use within ten business days of Notice.

12.5 Feedback. Customer may give Aesthetic Influence suggestions, enhancement requests, recommendations, criticism, or other feedback about the Platform or the Services, by any means including telephone, email, message, survey, community forum, or session. Customer assigns to Aesthetic Influence, on its own behalf and on behalf of its Authorized Users, employees, and contractors, all right, title, and interest in every idea, know how, concept, technique, and other Intellectual Property Right contained in that feedback, and Aesthetic Influence may use it for any purpose without attribution, compensation, or obligation of confidence. Aesthetic Influence will not publicly identify Customer as the source without Customer's consent. Customer will ensure that feedback contains no PHI and no Confidential Information of a third party.

12.6 Copyright Notices and Repeat Infringement. Aesthetic Influence complies with the notice and takedown procedures of the Digital Millennium Copyright Act. Notices of claimed infringement must be sent to the copyright agent identified in the Documentation and must contain the elements 17 U.S.C. 512(c)(3) requires. Aesthetic Influence may remove or disable access to material that is the subject of a valid notice, will forward the notice, including the complainant's contact information, to the party whose material is removed, and will terminate the access of any Authorized User it determines to be a repeat infringer.

12.7 Notices and Enforcement. Customer will not remove, obscure, or alter any proprietary notice on the Platform or on any content, and will notify Aesthetic Influence promptly of any suspected

infringement or unauthorized use of which it becomes aware. Aesthetic Influence has the sole right to enforce its Intellectual Property Rights.

12.8 Customer Materials, Review, and Monitoring. Customer determines what Customer Materials and Customer Data are submitted to the Platform, by whom, and for what purpose. Aesthetic Influence does not review, screen, verify, validate, approve, correct, or edit any Customer Material or Customer Data, does not assess whether any of it is accurate, lawful, substantiated, consented to, or free of third party rights, and assumes no duty to do any of those things. Aesthetic Influence may nevertheless remove, disable access to, or refuse to transmit any Customer Material, content, message, or campaign that it determines to be unlawful, infringing, unsafe, in breach of Section 9.1, or otherwise unacceptable, in its discretion and without liability. No exercise or non exercise of that right creates any duty to monitor, review, or remove anything else, and none is a representation that anything Aesthetic Influence does not remove is lawful, substantiated, consented to, or non infringing. Article 16 applies to every Claim arising from a Customer Material.

12.9 Member Content. The member community, forums, group sessions, and events carry content that participants other than Aesthetic Influence create, post, and transmit. Aesthetic Influence is not the author, publisher, or speaker of that content, does not adopt or endorse it, and makes it available only as a venue for participants. Section 12.8 governs removal, and no removal or decision not to remove makes Aesthetic Influence the author or publisher of any member content. Section 9.4 governs what Customer may post, Section 4.22 governs any figure or result a participant reports, and Customer relies on member content at its own risk.

12.10 Published and Patient Facing Use of Content. Customer may adapt and publish Marketing Content, social media assets, slide decks and presentations, educational material, and other content Aesthetic Influence makes available to it, in Customer's own marketing, social media, patient education, website, printed material, and events. Customer publishes every such item as its own content, in its own name, on its own judgment, and as its own statement. Customer is solely responsible for each published item, including every claim, before and after image, photograph, testimonial, endorsement, statistic, citation, disclosure, and disclaimer in it; for holding substantiation for each claim; for compliance with the Federal Trade Commission Act and the endorsement and testimonial guides, the Federal Food, Drug, and Cosmetic Act, State board advertising and solicitation rules, and Consumer Protection Laws; for the policies and terms of every platform, network, and publisher it uses; and for every license, clearance, release, and permission the item requires, including copyright, trademark, music and audio, stock imagery, model and talent releases, and rights of publicity. Aesthetic Influence does not review, approve, clear, or monitor any published item and has no duty to do so, and its supply of a template, framework, creative example, script, or asset is not a representation that the item or any claim in it is accurate, substantiated, cleared, licensed, or permitted in any jurisdiction or on any platform. Customer will not attribute any published item to Aesthetic Influence, will not state or imply that Aesthetic Influence authored, reviewed, approved, or endorsed it, and will not use Aesthetic Influence's name, marks, or logo in it without Aesthetic Influence's prior written consent. Where a published item concerns a treatment, product, or device, Section 4.18 applies and the item is Customer's own statement about care Customer provides. Article 16 applies to every Claim arising from a published item.

ARTICLE 13. ARTIFICIAL INTELLIGENCE

13.1 AI Features. Certain functions of the Platform are AI Features. Aesthetic Influence will identify AI Features in the Documentation and will describe, for each, the general category of processing performed and whether it operates on Customer Data that includes PHI.

13.2 No Implication of Licensed Care. Aesthetic Influence will not design, name, or configure any AI Feature so that it uses a term, letters, title, credential, or functionality that states or implies the output is provided by a person licensed or certified to deliver health care, and will not represent

any AI Feature as a physician, nurse, physician assistant, advanced practice registered nurse, dentist, psychologist, or other licensed professional. Customer will not rename, relabel, configure, or present any AI Feature in a manner that does so, and will not attribute an output to a named Practitioner unless that Practitioner has reviewed and adopted it. Each party acknowledges that State law governing artificial intelligence may impose duties independently on the person who develops a system, the person who deploys it, and the person who makes it available, that each party is responsible for its own compliance in whichever of those capacities it acts, and that neither party's covenant discharges the other's statutory duty.

13.3 Output Is Not Professional Advice. Output of an AI Feature is a draft for human review. It is not a clinical determination, a diagnosis, a recommendation of treatment, a medical record entry, a legal document, or professional advice of any kind. Customer will ensure that a qualified human reviews and approves every AI Feature output before it is relied on, entered into a record, presented to a Patient, or acted on, and that any output forming part of a clinical record or a Patient facing document is reviewed and approved by an appropriately licensed Practitioner. Customer bears sole responsibility for any use of an output.

13.4 No Warranty of Accuracy. AI Features are probabilistic. They can produce output that is inaccurate, incomplete, outdated, internally inconsistent, or fabricated, including invented facts, citations, quantities, and clinical or legal statements, and they can omit material information. They can produce different output from the same input. Aesthetic Influence does not warrant the accuracy, completeness, reliability, fitness, or suitability of any output, and disclaims all liability arising from reliance on an output to the maximum extent Applicable Law permits. Output is also dependent on the quality, accuracy, completeness, currency, representativeness, and integrity of what Customer inputs, of what Customer has recorded in the Platform, and of the documents Customer uploads. Aesthetic Influence does not control and is not responsible for any of those inputs, and an output that is inaccurate, unrepresentative, or misleading because of the underlying input is not a defect in the Platform or in any AI Feature.

13.5 Model Training and Model Artefacts. Aesthetic Influence will not use Customer Data that contains PHI to train, fine tune, or improve any model, and will not permit any provider of an AI Feature to do so. Customer authorizes Aesthetic Influence to process Customer Data to produce De-Identified Data and Usage Data and to use them to train, validate, and improve its AI Features and other products. Every model, model parameter, weight, embedding, index, and other machine learning artefact resulting from that training is Output, belongs exclusively to Aesthetic Influence, and is not a derivative work of Customer Data, and Customer has no ownership interest in it or in any improvement to it.

13.6 AI Providers and PHI Enabled Workflows. Before enabling an AI Feature in a workflow in which PHI will be processed, Aesthetic Influence will confirm that the provider has executed a business associate agreement covering that processing, that the provider is contractually prohibited from using PHI for its own purposes including model training and product improvement, that any permission granted to the provider is limited by terms that are defined in the governing document, and that the provider is on the subprocessor list. A permission in a provider agreement that is qualified only by a term the agreement does not define is treated as unqualified for this purpose, and a provider whose agreement contains such a permission may not be used in a workflow in which PHI is processed until the permission is defined or removed. Where a provider does not satisfy these conditions, the AI Feature may be enabled only in a workflow from which PHI is excluded, and Aesthetic Influence will configure it accordingly.

13.7 Restricted Workflows. An AI Feature not designated under Section 10.4 for a workflow in which PHI is processed is a Restricted Workflow, and Section 10.4 governs submission into it, the consequences of a submission in breach, and remediation.

13.8 Specific AI Features. The coaching and drafting assistant produces business and communication drafts and operates as a Restricted Workflow. The performance analysis feature

ingests operational and financial data Customer supplies, including uploaded documents, produces comparative and predictive analysis, and operates as a Restricted Workflow; Customer will not upload a document containing PHI to it. Where documentation assistance, consultation recording, transcription, or an automated communication agent is released, it will be designated in the Documentation, will operate only where the conditions in Section 13.6 are satisfied, and is subject to Section 13.6. A feature that ranks, scores, or comparatively evaluates a named individual, including a Practitioner or a workforce member, produces an assessment that Customer alone is responsible for interpreting and acting on; Customer will not use one as the sole basis for a disciplinary, compensation, credentialing, or employment decision, and Customer is solely responsible for any notice or consent that State law requires before monitoring or evaluating a worker.

13.9 Retention and Governance. Aesthetic Influence retains AI Feature inputs and outputs for the periods stated in the Documentation and no longer, except as Article 19 and Applicable Law require. Aesthetic Influence will give Notice of a material change to an AI Feature that alters the categories of data processed, the provider used, or whether the feature may operate on PHI, and may present that notice in the Platform and condition continued use of the feature on acceptance. Aesthetic Influence will identify its model providers in the subprocessor list. Aesthetic Influence may withdraw, suspend, or restrict any AI Feature at any time, including where a provider changes its terms, where a regulator or Applicable Law requires it, or where Aesthetic Influence determines the feature presents an unacceptable risk, and no withdrawal is a breach or entitles Customer to any credit or refund.

13.10 AI Incidents. An AI Incident is a malfunction, misconfiguration, or provider failure that causes an AI Feature to process data outside the parameters this Article states, to produce output that is materially and systematically inaccurate, or to disclose data to a person not authorized to receive it. Aesthetic Influence will give Notice of an AI Incident affecting Customer within five business days after discovery, will describe what occurred and what data was involved so far as then known, and will remediate. Where an AI Incident is also a Security Incident, Section 10.11 governs, and Section 10.11’s tie back to Article 17 applies.

13.11 Recording, Transcription, and Disclosure. Where an AI Feature records or transcribes a consultation, a telephone call, or any other conversation, Customer is solely responsible for obtaining the consent of every participant before the recording begins, in each jurisdiction whose law applies, including any jurisdiction requiring the consent of all parties. Customer will disclose to Patients, in the manner Applicable Law requires and in its notice of privacy practices, that AI Features are used in connection with their care and communications, and will honor any Patient objection by disabling the feature for that Patient. Customer will not use an AI Feature to communicate with a Patient in a manner that presents the output as coming from a licensed Practitioner unless a Practitioner has reviewed and approved it.

13.12 No Uniqueness and No Exclusivity. Output is generated by systems that serve many customers and is not unique to Customer. Aesthetic Influence may generate identical or similar output for any other person, including a competitor of Customer, and nothing in this Agreement grants Customer exclusivity in any output, prompt, model, or analysis. Output does not affect any Guarantee, and no Guarantee condition is satisfied or excused by reference to an output.

13.13 Prohibited AI Uses. Customer will not use an AI Feature to make or materially inform any decision concerning a Patient’s eligibility for treatment, pricing offered to a particular Patient based on inferred characteristics, employment, credit, insurance, or any other decision with a legal or similarly significant effect on an individual, and will not use an output to substantiate a clinical, safety, or efficacy claim.

ARTICLE 14. THIRD-PARTY SERVICES

14.1 Third-Party Services. A Third-Party Service is provided by the third party, not by Aesthetic Influence, and its use is governed by the agreement between Customer and that third party. By enabling a Third-Party Service Customer authorizes Aesthetic Influence to permit the provider to access and receive Customer Data as required for the interoperation, and Customer is responsible for the third party's handling of that data and for executing any business associate agreement the third party requires. Aesthetic Influence is not responsible for any disclosure, modification, corruption, loss, or deletion of Customer Data resulting from that access, and any such event is excluded from Section 10.11 and from Aesthetic Influence's obligations under Article 10. Aesthetic Influence does not warrant any Third-Party Service, is not responsible for its availability, security, accuracy, or acts and omissions, and may cease supporting or offering any integration on Notice where the third party changes or discontinues its service, changes its terms, or presents a security, legal, or continuity risk. Where Aesthetic Influence procures a Third-Party Service as a Subprocessor to deliver the Services, Article 10 governs instead of this Section.

14.2 Open Source and Marketplaces. The Platform may incorporate open source components, which are licensed under their own terms as the Documentation identifies, and those terms govern to the extent they conflict with this Agreement. Where the Platform is obtained through an application marketplace, the marketplace operator is not a party to this Agreement and has no obligation in respect of the Platform.

ARTICLE 15. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS

15.1 Mutual. Each party represents that it is duly organized and in good standing, has full power to enter into and perform this Agreement, that the person signing is authorized to bind it, and that this Agreement is enforceable against it.

15.2 By Aesthetic Influence. Aesthetic Influence represents and warrants that it will provide the Services in a professional and workmanlike manner consistent with generally accepted industry practice; that the Platform will perform materially in accordance with the Documentation during the Subscription Term; that it will maintain the security program described in Section 10.8; that it will comply with Applicable Law in its performance; and that it will not knowingly introduce any malicious code into the Platform.

15.3 Conditions and Exclusive Remedy. The warranty in Section 15.2 applies only if Customer has accessed and used the Platform at all times in accordance with this Agreement and the Documentation, no modification or addition has been made by any person other than Aesthetic Influence, and Aesthetic Influence receives Notice of the non conformity within thirty days after Customer becomes aware of it. On timely Notice, Customer's sole and exclusive remedy, and Aesthetic Influence's entire liability, is that Aesthetic Influence will, at its option, correct the non conformity or provide a workaround that does not materially reduce functionality, replace the affected Service with a substantially similar substitute that conforms, or, if neither is achievable using commercially reasonable efforts within sixty days after Notice, terminate the affected Service on Notice and refund the unearned prepaid Fees for that Service prorated to the effective date of termination. The warranty does not apply to any non conformity caused by Customer Systems, a Third-Party Service, use inconsistent with this Agreement or the Documentation, unauthorized modification, a pre release feature, or any use that results in an actual or alleged violation of Applicable Law by Customer.

15.4 By Customer. Customer represents and warrants that it holds all licenses, certifications, and registrations required to operate its practice; that its structure complies with the corporate practice of medicine and fee splitting requirements of each State in which it operates; that it has obtained and will maintain all consents, authorizations, and notices required under Section 5.3; that it holds all rights necessary to submit Customer Data and Customer Materials and to grant the licenses in Article 12; that no Customer Material, and no use Aesthetic Influence makes of it in providing the

Services, infringes or misappropriates any patent, copyright, trademark, trade secret, right of publicity, moral right, or other right of any third party, or violates Applicable Law; that all information it provides to Aesthetic Influence is accurate; that neither it nor any of its owners, officers, Practitioners, or workforce members is excluded or debarred as described in Section 5.18; and that it will use the Services only for lawful purposes and in accordance with this Agreement.

15.5 Disclaimer. EXCEPT AS EXPRESSLY STATED IN SECTION 15.2, THE PLATFORM, THE SERVICES, THE DOCUMENTATION, ALL EDUCATION AND CONTENT, ALL TEMPLATES, ALL AI FEATURE OUTPUT, AND ALL THIRD-PARTY SERVICES ARE PROVIDED AS IS AND AS AVAILABLE, WITHOUT WARRANTY OF ANY KIND. AESTHETIC INFLUENCE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON INFRINGEMENT, ACCURACY, AND QUIET ENJOYMENT. AESTHETIC INFLUENCE DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, WILL BE UNINTERRUPTED, ERROR FREE, OR SECURE AGAINST EVERY THREAT, THAT THE SERVICES ARE OR WILL BE FREE OF VIRUSES, MALWARE, OR OTHER HARMFUL CODE, THAT ANY DEFECT, ERROR, OR MALFUNCTION IS CORRECTABLE OR WILL BE CORRECTED, THAT ANY DATA WILL BE FREE FROM LOSS OR CORRUPTION, OR THAT THE SERVICES WILL CAUSE CUSTOMER TO ACHIEVE ANY RESULT OR TO BE IN COMPLIANCE WITH ANY LAW, AND MAKES NO WARRANTY REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE PLATFORM, THE SERVICES, OR ANY OUTPUT IN TERMS OF THEIR ACCURACY, QUALITY, RELIABILITY, CORRECTNESS, TIMELINESS, COMPLETENESS, OR AVAILABILITY. AESTHETIC INFLUENCE IS NOT RESPONSIBLE FOR ANY THIRD-PARTY SERVICE OR OTHER THIRD PARTY SOFTWARE, SERVICE, OR HARDWARE THAT IT PROVIDES OR USES IN PERFORMING ITS OBLIGATIONS. WHERE APPLICABLE LAW REQUIRES A WARRANTY THAT CANNOT BE DISCLAIMED, ITS DURATION IS LIMITED TO THE SHORTEST PERIOD THAT LAW PERMITS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, CREATES ANY WARRANTY NOT EXPRESSLY STATED HERE.

15.6 Customer Equipment. Customer retains sole responsibility for every device, camera, tablet, computer, network component, and other equipment it uses in connection with the Platform. Aesthetic Influence disclaims all responsibility and liability for that equipment and for any loss, damage, injury, malfunction, interruption, or Claim arising from or relating to it, which is within Customer's sole control.

ARTICLE 16. INDEMNIFICATION

16.1 By Aesthetic Influence. Aesthetic Influence will defend Customer, its Affiliates, and their officers, directors, and employees against any third party Claim alleging that the Platform, as provided by Aesthetic Influence and used in accordance with this Agreement, infringes a United States patent, copyright, trademark, or trade secret, and will indemnify them against damages, costs, and reasonable attorney fees finally awarded or paid in settlement of such a Claim. This obligation does not apply to a Claim arising from Customer Data, Customer Materials, a Third-Party Service, open source software, a modification not made by Aesthetic Influence, use in combination with anything not supplied by Aesthetic Influence where the Claim would not have arisen but for the combination, Aesthetic Influence's compliance with materials, designs, specifications, creative, claims, or instructions Customer supplied, use after Notice to discontinue, a pre release feature, or a third party application, model, or service that consumes only the Output and is not otherwise based on the Platform (each an "Excluded Claim"). If the Platform is or may become the subject of such a Claim, Aesthetic Influence may procure the right to continue use, replace or modify the Platform to make it non infringing, or terminate the affected Service on

Notice with a refund of prepaid Fees for the period after termination. This Section states Aesthetic Influence's entire liability and Customer's exclusive remedy for infringement.

16.2 By Customer. Customer will defend Aesthetic Influence, its Affiliates, and their members, officers, employees, contractors, and agents against any third party Claim arising out of or relating to: Customer Data, Customer Materials, or any Consent Document, Treatment Plan, Charting Record, Patient Media, or Patient Communication created, configured, sent, or used by or for Customer; Customer's or any Authorized User's interactions with Patients, Practitioners, laboratories, pharmacies, suppliers, and other third parties, and any Claim relating to Customer's treatment activities or services provided to any person, including injury, adverse outcome, malpractice, failure to warn, and lack of informed consent; any Claim by or on behalf of a Patient, Practitioner, employee, or contractor of Customer; any Excluded Claim; any unauthorized retention, transmission, or disclosure of PHI or other Personal Information by Customer or its personnel through any medium; Customer's breach of Section 5.2, 6.3, 6.11, 11.1, 11.2, 11.3, or 11.4, or of any representation in Section 15.4; Customer's violation of Applicable Law; any Claim that a Patient payment plan, membership, package, or discount structure Customer configured is unlawful; Customer's use of, or failure to review, an AI Feature output in breach of Article 13; any breach of security or privacy to the extent Section 10.9 allocates it to Customer; and any use of the Platform, the Services, any Deliverable, any Output, or any content made available through the Platform by Customer, by any Authorized User, by any person using credentials issued to Customer, or by any person acting at Customer's direction, for any purpose and however arising, except that this Section does not require Customer to indemnify Aesthetic Influence against that portion of a Claim finally determined by a court of competent jurisdiction to have been caused by Aesthetic Influence's own negligence, gross negligence, or wilful misconduct. The duty to defend is determined by the allegations pleaded, arises on tender, and applies even where the Claim is groundless, false, or fraudulent. Customer will indemnify against all damages, penalties, fines, costs, and reasonable attorney fees finally awarded or paid in settlement. This obligation is independent of, and not limited by, any insurance Customer carries or any limitation in Article 17.

16.3 Procedure. The indemnified party will give the indemnifying party prompt Notice of the Claim, tender sole control of the defence and settlement, and provide reasonable cooperation at the indemnifying party's expense. Failure to give prompt Notice relieves the indemnifying party only to the extent it is materially prejudiced. The indemnified party may participate with counsel at its own expense. The indemnifying party will not settle a Claim in a manner that imposes a non monetary obligation on, admits liability or wrongdoing by, or fails to include a full release of, the indemnified party, without its prior written consent, not to be unreasonably withheld. If the indemnifying party fails to assume the defence within a reasonable time, or ceases to defend competently and diligently, the indemnified party may on Notice assume or resume the defence with counsel of its choosing at the indemnifying party's expense, without prejudice to the indemnity.

ARTICLE 17. LIMITATION OF LIABILITY

17.1 Exclusion of Indirect Damages. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, LOST REVENUE, LOST BUSINESS, LOST PATIENTS, LOST GOODWILL, LOSS OR CORRUPTION OF DATA OR INFORMATION, COST OF SUBSTITUTE SERVICES, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THIS AGREEMENT, ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, STATUTE, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY.

17.2 Cap. EXCEPT AS SECTION 17.3 AND SECTION 17.4 PROVIDE, AESTHETIC INFLUENCE'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, STATUTE,

OR OTHERWISE, AND HOWEVER MANY CLAIMS ARE MADE, IS LIMITED TO DIRECT DAMAGES NOT EXCEEDING THREE MONTHS OF FEES, CALCULATED AS ONE QUARTER OF THE TOTAL FEES PAID BY CUSTOMER UNDER THE ORDER FORM UNDER WHICH THE LIABILITY AROSE IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY, OR, WHERE THAT ORDER FORM HAS BEEN IN EFFECT FOR LESS THAN TWELVE MONTHS, ONE QUARTER OF ALL FEES PAID UNDER IT. IT IS CALCULATED THIS WAY SO THAT THE LIMIT DOES NOT DEPEND ON WHEN CUSTOMER ELECTED TO PAY, AND IT IS NOT REDUCED BY CUSTOMER HAVING PAID THE CASH PRICE IN ADVANCE. THERE ARE EXCLUDED FROM THE CALCULATION ANY AMOUNT COLLECTED FOR THE ACCOUNT OF CUSTOMER OR DISBURSED TO A THIRD PARTY, ANY ADVERTISING SPEND PAID TO A THIRD PARTY PLATFORM, AND ANY TAX. WHERE LIABILITY ARISES UNDER MORE THAN ONE ORDER FORM A SEPARATE CAP APPLIES TO EACH, AND THE CAPS ARE NOT CUMULATIVE AS TO ANY SINGLE EVENT. THE SAME LIMIT APPLIES TO CUSTOMER EXCEPT AS SECTION 17.4 PROVIDES.

17.3 Enhanced Cap for Security and Privacy. AESTHETIC INFLUENCE'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING FROM A SECURITY INCIDENT, FROM ITS BREACH OF SECTION 10.8 OR SECTION 10.11, FROM ITS BREACH OF THE BUSINESS ASSOCIATE AGREEMENT, FROM ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 16.1, OR FROM ITS GROSS NEGLIGENCE, IS LIMITED TO THE GREATER OF ONE HUNDRED THOUSAND DOLLARS AND TWO TIMES THE AMOUNT DETERMINED UNDER SECTION 17.2. THIS IS AN AGGREGATE CAP AND NOT A PER CLAIM CAP, IT IS INCLUSIVE OF AND NOT IN ADDITION TO AMOUNTS RECOVERABLE UNDER SECTION 17.2, AND IT STATES A LIMIT ON LIABILITY AND NOT AN EXCLUSIVE REMEDY.

17.4 Uncapped Matters. SECTIONS 17.1, 17.2, AND 17.3 DO NOT LIMIT: CUSTOMER'S OBLIGATION TO PAY FEES; CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 16.2; A PARTY'S LIABILITY FOR ITS WILFUL MISCONDUCT OR FRAUD; OR ANY LIABILITY THAT APPLICABLE LAW DOES NOT PERMIT TO BE LIMITED.

17.5 Regulatory Fines. No fine, penalty, or assessment imposed on Customer by a governmental authority is recoverable from Aesthetic Influence unless Customer gave Aesthetic Influence prompt Notice of the investigation or Claim that led to it, permitted Aesthetic Influence to participate in the defence, and did not settle without Aesthetic Influence's consent, not to be unreasonably withheld. Any amount so recoverable remains subject to Sections 17.1 through 17.3.

17.6 No Claims Against Individuals or Affiliates. Customer will bring any Claim arising out of or relating to this Agreement solely against Aesthetic Influence, LLC. No member, manager, officer, director, employee, contractor, agent, licensor, or Affiliate of Aesthetic Influence has any personal or separate liability under or in connection with this Agreement, and Customer releases each of them from all such liability and will not name any of them in any proceeding, except where Applicable Law does not permit that release. Each of them is an intended third party beneficiary of this Section.

17.7 Allocation of Fault. Where loss arises from a Security Incident, a privacy breach, an unauthorized disclosure, an unlawful communication, or a Claim by a Patient, liability is allocated between the parties in proportion to each party's contribution to the cause, and Section 10.9 states the matters for which Aesthetic Influence has no liability. Where Customer declines in writing, or fails to implement within a reasonable period after written recommendation, a security control Aesthetic Influence makes available, Aesthetic Influence's liability for any loss that the control would more likely than not have prevented or materially mitigated is reduced accordingly.

17.8 Notice of Claim. As a condition precedent to bringing any Claim arising out of or relating to this Agreement, other than a Claim for non payment, the party bringing it will give the other Notice

describing the Claim and its factual basis within one year after that party knew or in the exercise of reasonable care should have known of the facts giving rise to it. This Section states a notice requirement and is not intended to shorten any limitations period. To the extent section 95.03, Florida Statutes, or any other Applicable Law would render unenforceable any provision fixing a period shorter than the applicable statute of limitations, this Section is to be construed only as a notice of claim requirement and, if it cannot be so construed, is severed and the statutory period applies.

17.9 Basis of the Bargain. The parties acknowledge that the Fees reflect the allocation of risk in this Article, that Aesthetic Influence would not enter into this Agreement on these Fees without it, and that the limitations, exclusions, and disclaimers in this Agreement apply to the maximum extent Applicable Law permits, apply even if a remedy fails of its essential purpose, and survive termination. If any of them is held unenforceable in part, it applies to the maximum extent permitted.

ARTICLE 18. TERM, TERMINATION, AND SUSPENSION

18.1 Term. This Agreement begins on the Effective Date and continues until every Order Form has expired or been terminated. Either party may on Notice elect that no further Order Form be entered into under this Agreement, in which case this Agreement continues in full force for every Order Form then in effect until each has expired or been terminated, but no new Order Form may be added. Each Subscription consists of the Program Term followed by successive one month Membership Terms, which continue until terminated under this Article.

18.2 Termination for Convenience After the Program Term. After the Program Term, Customer may terminate a Membership Term by giving Notice at least thirty days before the end of the then current month, effective at the end of that month, provided that no amount is then past due; a Notice given while an amount is past due is ineffective until the amount is paid. Aesthetic Influence may terminate a Membership Term, or any Service other than an in flight Program Term, on sixty days Notice, and will refund the unearned prepaid Fees for the terminated Service prorated to the effective date. Neither party may terminate a Program Term for convenience.

18.3 Termination for Cause. Either party may terminate this Agreement or an affected Order Form on Notice if the other materially breaches and fails to cure within thirty days after Notice specifically identifying the breach, except that the cure period for a payment breach is ten days. Either party may terminate immediately on Notice if the other becomes insolvent, is liquidating, dissolving, or ceasing business operations, makes a general assignment for the benefit of creditors, has a receiver appointed, or becomes subject to a bankruptcy proceeding not dismissed within sixty days, or if a Security Incident or compromise attributable to the other party's systems or conduct is not promptly remediated to the terminating party's reasonable satisfaction. Aesthetic Influence may terminate immediately on Notice if Customer breaches Section 3.6, Section 9.1 in a manner that presents a risk to the Platform, Customer Data, or another customer, Section 5.18, or Section 5.19; if Aesthetic Influence reasonably determines that Customer has violated Applicable Law in a manner that exposes Aesthetic Influence to material liability or regulatory exposure; or if a cause of suspension continues unremedied for thirty days.

18.4 Termination for Legal Impossibility. Either party may terminate an affected Service on thirty days Notice if a change in Applicable Law, a regulatory action, or a binding order makes continued performance unlawful or commercially impracticable, and the parties cannot agree on a lawful modification within that period. Aesthetic Influence will refund prepaid Fees for the terminated Service covering the period after termination.

18.5 Effect of Termination. On termination all rights of access end, Customer will cease using the Platform and the licensed content, and all Fees accrued or committed before termination become immediately due. Where Customer terminates for convenience or Aesthetic Influence terminates for cause, no Fee is refunded and any unpaid balance of the Program Fee or Credit Price becomes

immediately due. Where Customer terminates for cause under Section 18.3 or under Section 15.3, Aesthetic Influence will refund prepaid Fees for the period after termination.

18.6 Survival. The following survive expiry or termination for any reason: Sections 3.4 and 3.10; Sections 4.1, 4.5, 4.6, 4.7, 4.9, 4.10, 4.11, 4.12, 4.14, 4.15, 4.16, 4.17, 4.18, 4.20, 4.22, 4.23, and 4.24; Sections 5.3, 5.6, 5.10, 5.11, 5.12, and 5.14; Sections 6.3, 6.7, 6.8, 6.10, 6.12, 6.13, 6.14, 6.15, 6.16, 6.17, 6.18, and 6.19; Sections 7.1, 7.2, 7.4, 7.5, 7.6, 7.7, and 7.9; Section 8.2; Sections 9.2, 9.4, 9.5, and 9.8; Sections 10.1, 10.2, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.11, 10.12, 10.14, 10.15, 10.19, 10.20, 10.22, 10.24, 10.25, 10.26, 10.27, 10.28, and 10.29; Sections 11.2, 11.3, 11.4, 11.7, 11.8, and 11.9; Sections 12.1, 12.3, 12.4, 12.5, 12.7, 12.8, 12.9, and 12.10; Sections 13.2, 13.3, 13.4, 13.5, 13.7, 13.12, and 13.13; Sections 15.5 and 15.6; and Sections 22.3, 22.4, 22.5, 22.6, 22.7, and 22.8. Articles 16, 17, 19, 20, 21, 23, and 24 survive in their entirety, together with any provision that by its nature is intended to survive and the Business Associate Agreement to the extent it so provides. Termination does not affect any right or obligation that accrued before it.

ARTICLE 19. TRANSITION AND RETURN OF DATA

19.1 Export During the Term. During the Subscription Term Customer may export Customer Data at any time using the export functionality the Platform provides, in the formats the Documentation states.

19.2 Post Termination Access and Return. For thirty days after the effective date of expiry or termination, Aesthetic Influence will make Customer Data available for export in a machine readable format, provided Customer is not in arrears. On request within that period Aesthetic Influence will provide a complete export, including Charting Records, Treatment Plans, executed Consent Documents with their audit trail, Patient Media at original capture resolution, and Patient contact records, at no charge for one standard export and at then current rates for any additional or non standard export or for migration assistance. Aesthetic Influence will not withhold Customer Data required for continuity of patient care or for compliance with a medical record retention or patient access obligation on account of a fee dispute, and will provide such data on request notwithstanding an outstanding balance.

19.3 Deletion. After the export period, Aesthetic Influence will delete or de identify Customer Data in accordance with the Business Associate Agreement and its retention schedule, except for copies in routine backup media until cycled in the ordinary course and copies required to be retained by Applicable Law, each of which remains subject to this Agreement and the Business Associate Agreement. Aesthetic Influence may retain any data it is required to maintain under Applicable Law for the minimum period that law requires, and retained data remains subject to the confidentiality and security obligations of this Agreement and the Business Associate Agreement. On request Aesthetic Influence will certify deletion in writing. Customer will return or destroy Aesthetic Influence’s Confidential Information within thirty days after termination and will certify that it has done so.

19.4 Retention Is Customer’s Responsibility. Aesthetic Influence’s retention schedule is stated in the Documentation. Customer will not rely on the Platform, or on Aesthetic Influence, to satisfy any medical record retention, patient access, or recordkeeping obligation that Applicable Law imposes on Customer, and Aesthetic Influence has no obligation to retain Customer Data beyond the periods this Article and the Business Associate Agreement state.

19.5 Transition Assistance. On request made before the effective date of termination, and where Customer is not in arrears, Aesthetic Influence will provide reasonable transition assistance for up to sixty days at its then current rates, subject to a written statement of work. Transition assistance does not include development of a custom export, reconstruction of data Customer deleted, or any activity that would require disclosure of Aesthetic Influence’s Confidential Information.

19.6 Payment Credentials and Tokens. Payment credentials and payment method tokens belong to Customer’s merchant account and are held by Customer’s Payment Processor, not by Aesthetic

Influence. On termination Aesthetic Influence will, on request and where Customer is not in arrears, provide the token references and mapping in its possession and cooperate reasonably with Customer's Payment Processor in migrating them, at Aesthetic Influence's then current rates where the cooperation is more than incidental. Aesthetic Influence does not hold, and cannot deliver, a primary account number or any other credential its Payment Processor does not release to it, and whether a token can be migrated is determined by the Payment Processor and the card networks and not by Aesthetic Influence.

19.7 Advertising Accounts and Marketing Assets. Where Aesthetic Influence creates, administers, or holds access to an advertising account, business manager account, pixel, conversion tag, audience, review profile, listing, or social account for Customer, the Order Form or Statement of Work will identify which party is the account owner. Absent that identification, an account opened in Customer's legal name and funded by Customer is Customer's, and an account opened in Aesthetic Influence's name, an account of Aesthetic Influence to which Customer was granted access, and every audience, model, creative template, and configuration Aesthetic Influence developed are Aesthetic Influence's and are Output. On termination Aesthetic Influence will, on request made within the export period and where Customer is not in arrears, transfer administrative access to each account that is Customer's and remove its own access, and will provide a copy of the creative assets specific to Customer. Aesthetic Influence is not required to transfer, copy, or replicate any account, audience, pixel, model, or asset that is Output, is shared across customers, or that a platform's terms prohibit it from transferring, and it may retain aggregate performance data as Usage Data.

19.8 Reactivation. Aesthetic Influence has no obligation to readmit a former customer. Where it agrees to do so, the relationship is governed by a new Order Form at then current pricing under the then current form of this Agreement, Customer has no right to any prior price, discount, entitlement, or Guarantee, and Aesthetic Influence may require payment of all previously accrued amounts, a reinstatement fee, and advance payment as a condition. Aesthetic Influence has no obligation to have retained, and no obligation to restore, any Customer Data, configuration, content, integration, or historical record from the prior relationship, and Section 19.3 governs what was deleted.

19.9 Suspension and Waiver. A suspension under Article 9 is not a termination and does not commence or advance any export, transition, retention, or deletion period under this Article. If Customer does not request an export or transition assistance within three months after the effective date of termination, Aesthetic Influence may treat that as confirmation that neither is required, and this Article is satisfied.

ARTICLE 20. CONFIDENTIALITY

20.1 Obligation. Each party will use the other's Confidential Information only to perform this Agreement, will protect it with at least the care it uses for its own confidential information of similar sensitivity and no less than reasonable care, and will not disclose it except to its employees, contractors, and professional advisers who need it and are bound by confidentiality obligations no less protective than this Article. Each party remains responsible for their compliance.

20.2 Exclusions. Confidential Information does not include information that is or becomes public other than through a breach of this Article, was lawfully known to the recipient without restriction before disclosure, is lawfully received from a third party without restriction, or is independently developed without use of or reference to the discloser's Confidential Information. These exclusions do not apply to PHI, which is governed only by the Business Associate Agreement.

20.3 Commercial Terms. The Fees, discounts, payment structure, Guarantee election, and other commercial terms of each Order Form are Confidential Information of both parties. Customer will not disclose them to any other customer, prospective customer, competitor, industry group, forum, or community, whether operated by Aesthetic Influence or otherwise, except to its own

professional advisers, its lender, and a bona fide acquirer under a confidentiality obligation, or as Applicable Law requires. This Section does not restrict a party from disclosing its own general experience with the Services, and does not restrict any communication that Applicable Law protects and that may not be restricted by agreement.

20.4 Compelled and Permitted Disclosure. A party may disclose Confidential Information where required by law or legal process, provided it gives prompt notice where lawful, discloses only what is required, and uses reasonable efforts to obtain confidential treatment. Aesthetic Influence may in addition disclose Confidential Information on a limited basis to its lenders and to a prospective acquirer or investor, in each case bound by confidentiality obligations no less protective than this Article. Customer Data is Confidential Information of Customer, and nothing in this Article limits the rights Aesthetic Influence is granted in Article 10 or Article 12.

20.5 Duration and Return. These obligations continue for three years after disclosure and, as to trade secrets and as to Confidential Information that is PHI, for so long as the information remains a trade secret or PHI. Section 19.3 governs return and destruction on termination and applies to Confidential Information of either party.

20.6 Equitable Relief. Each party acknowledges that a breach of this Article, of Section 3.6, or of Article 12 may cause harm for which damages are inadequate, and that the other may seek injunctive relief without posting a bond, in addition to any other remedy.

ARTICLE 21. COMPLIANCE, RECORDS, AND PERSONNEL

21.1 Compliance Cooperation. Each party will cooperate reasonably with the other in responding to an inquiry, audit, investigation, or enforcement action by a governmental authority, an accreditation body, or a payment network that relates to the Services, including by providing information within its possession, preserving relevant records, and making knowledgeable personnel available. Each party bears its own costs of cooperation, except that where the inquiry arises from the other party’s breach of this Agreement or violation of Applicable Law, that party will reimburse the cooperating party’s reasonable and documented costs, including reasonable attorney fees and the time of its personnel at then current rates.

21.2 Records. Each party will maintain records sufficient to demonstrate its compliance with this Agreement for six years after the later of the creation of the record and the termination of this Agreement, or for any longer period Applicable Law requires. Customer will maintain the medical record, the consent record, and the communication consent record as the record of the practice, and will not rely on the Platform as its system of record for any period beyond the retention terms in Article 19. Customer acknowledges that it, and not Aesthetic Influence, bears the medical record retention obligation.

21.3 Right to Decline. Aesthetic Influence may decline to perform, or may discontinue, any instruction, configuration, campaign, message, workflow, content item, or requested change that it reasonably believes would violate Applicable Law, breach a duty owed to a third party, violate the terms of a Third-Party Service or a payment network, present a material security or privacy risk, or expose Aesthetic Influence to material liability or regulatory exposure. Aesthetic Influence will notify Customer of the basis and will work with Customer in good faith to identify a lawful alternative. Declining under this Section is not a breach, does not entitle Customer to any credit or refund, does not extend any deadline for Customer’s performance, and does not create any duty to identify, evaluate, or advise on the legality of any instruction Aesthetic Influence does not decline. Customer remains solely responsible for the lawfulness of its instructions.

21.4 Transparency Reporting. Each party will, within ten business days of a written request, provide the other with the information reasonably required for a report under the federal Physician Payments Sunshine Act or any State transparency statute, including national provider identifier, ownership interests, and transfers of value. Where the federal access to books and records requirements apply to this Agreement, each party will make the records those provisions require

available to the Secretary of Health and Human Services and the Comptroller General for four years after the Services are furnished, and will include an equivalent clause in any subcontract those provisions reach. Nothing in this Section is an admission that they apply. This Section survives termination for so long as the records it concerns must be retained.

21.5 Legitimate Business Interests. Customer acknowledges that Sections 21.6, 21.7, and 21.8 are reasonably necessary to protect legitimate business interests of Aesthetic Influence within the meaning of section 542.335, Florida Statutes, being its substantial relationships with specific prospective and existing customers, manufacturers, suppliers, financing providers, subprocessors, coaches, and channel partners; its confidential business information and trade secrets, including its curricula, playbooks, pricing frameworks, vendor terms, and member roster; the extraordinary and specialised training it provides; and the goodwill associated with its brand, its member community, and its ongoing programs. Each of those Sections is limited in time, geography, and line of business no further than is reasonably necessary to protect those interests, and is to be construed and, if necessary, modified by a court to the minimum extent required to render it enforceable rather than declared void.

21.6 Non Solicitation of Personnel. During the Subscription Term and for twelve months after it ends, neither party will directly or indirectly solicit for employment or engagement, or employ or engage, any employee or individual contractor of the other who was materially involved in the performance or receipt of the Services, without the other's prior written consent. This Section does not restrict a general advertisement or recruiting campaign not targeted at the other's personnel, or the hiring of a person who responds to one, or the hiring of a person whose engagement with the other ended at least six months earlier. Where a party breaches this Section, it will pay the other, as liquidated damages and not as a penalty, an amount equal to fifty percent of the person's first year total cash compensation, the parties agreeing that actual damages would be difficult to determine and that this amount is a reasonable estimate. This Section is limited in time, geography, and scope no further than necessary to protect the legitimate business interests of the parties within the meaning of section 542.335, Florida Statutes, and is to be enforced as modified to the minimum extent necessary if any part is found unreasonable.

21.7 Non Circumvention. During the Subscription Term and for twenty four months after it ends, Customer will not directly or indirectly circumvent Aesthetic Influence by entering into, soliciting, or negotiating any arrangement for the supply of goods, services, financing, technology, or compensation with any manufacturer, supplier, device or product vendor, financing or lending provider, payment provider, Subprocessor, technology vendor, coach, consultant, instructor, contractor, or channel partner that Aesthetic Influence introduced to Customer or made available through the Platform. This Section applies only where the arrangement is of a type Aesthetic Influence offers or facilitates and the effect is to avoid a Fee, revenue share, or commission Aesthetic Influence would otherwise have earned. It does not apply to a relationship Customer documented in writing as already existing before the introduction, to a relationship Customer establishes without using any introduction, information, term, or contact obtained through Aesthetic Influence or the Platform, or to a purchase on generally published terms available to any purchaser. This Section does not apply to any Payment Processor or Designated Processor, and Customer may contract with, change, or cease using any of them at any time. Where Customer breaches this Section it will pay Aesthetic Influence the Fee, revenue share, or commission Aesthetic Influence would have earned over twelve months, which the parties agree is a reasonable estimate of a loss that would be difficult to determine and is liquidated damages and not a penalty.

21.8 Non Solicitation of Customers, Members, and Vendors. During the Subscription Term and for twelve months after it ends, Customer will not, directly or indirectly, solicit or induce any other customer, member, or participant in Aesthetic Influence's programs or member community to terminate, reduce, or decline to renew its relationship with Aesthetic Influence, and will not use the community, the member roster, any directory, any event, or any contact obtained through the Platform to market, promote, or sell any product or service that competes with the Services.

Customer will not induce any Subprocessor, vendor, coach, or partner of Aesthetic Influence to breach or terminate its agreement with Aesthetic Influence. This Section does not restrict ordinary professional networking, a general advertisement not targeted at Aesthetic Influence's customers or members, or Customer's promotion of its own clinical practice to patients.

ARTICLE 22. PUBLICITY AND REFERENCES

22.1 Use of Name. Aesthetic Influence may identify Customer as a customer and use Customer's name and logo in customer lists, on its website, in sales and investor materials, and in the member community, in accordance with any trademark usage guidelines Customer provides in writing. This permission is granted for the Subscription Term and is not revocable during it. After the Subscription Term Customer may revoke it on Notice, and Aesthetic Influence will cease prospective use within thirty days but is not required to recall or amend material already produced or distributed.

22.2 Marketing Release. Where an Order Form so states, or where Customer signs a release referencing this Section, Customer grants Aesthetic Influence a non exclusive, worldwide, royalty free, sublicensable right during the Release Term to use, reproduce, adapt, excerpt, display, and distribute the Released Materials in Aesthetic Influence's marketing, sales, investor, and educational materials, in any medium. "Released Materials" means Customer's name, logo, trade name, and marks; the name, title, likeness, voice, statements, and biography of each individual Customer designates in writing; photographs and video of Customer's premises and personnel; Customer's testimonials, quotations, and interviews; and the operational and financial figures Customer supplies in writing for that purpose. "Release Term" means the Subscription Term and three years after it ends.

22.3 What the Release Does Not Grant. The release in Section 22.2 does not grant, and Customer does not purport to grant, any right in Patient Media, in any Patient's name, likeness, voice, statement, image, or record, or in any PHI. No Patient Media or PHI may be used in any marketing material unless Customer delivers a HIPAA compliant authorization from the individual that names Aesthetic Influence, and Customer delivers a copy on request. It grants no right in any third party mark, device, product, image, or content that Customer does not own, and no right in anything Customer is contractually restricted from licensing. Aesthetic Influence will cease prospective use of any item within ten business days after Notice that an authorization has been revoked or that Customer's right to grant it has ended.

22.4 Approval and Accuracy. Use of Customer's name and logo alone requires no further approval. Every other use of Released Materials in a new item of marketing requires Customer's prior written approval, which may be given by email and is deemed given if Customer does not object within ten business days after a request identifying the proposed use. Once an item is approved, Aesthetic Influence may reuse it in the same or a substantially similar form throughout the Release Term without further approval. Customer represents that every figure, result, statement, and claim it supplies is accurate and substantiated, and will give Notice promptly if one ceases to be accurate. A person appearing in a testimonial must be identified accurately, any material connection must be disclosed, and any result presented must be typical or accompanied by a clear and conspicuous disclosure that it is not.

22.5 Withdrawal and Survival. Customer may withdraw the release granted in Section 22.2, and may revoke permission for any individual named in it, at any time on Notice; Section 22.1 continues to govern use of Customer's name and logo. Withdrawal takes effect prospectively: Aesthetic Influence will cease producing new material using the withdrawn item within thirty days, but is not required to recall, retrieve, destroy, or amend material already printed, distributed, published, or placed with a third party, and may continue to display archival material and material in channels it does not control. No compensation is payable for the release or for any use under it. This Section, Section 22.3, and Customer's representations in Section 22.4 survive termination.

22.6 Knowingly False Statements. Nothing in this Agreement restricts an honest opinion or a truthful account of a party's experience, and Section 22.7 governs reviews. Neither party will, however, make or publish a statement about the other, its personnel, its Services, its security, or its compliance that the maker knows to be false or makes with reckless disregard for its truth, and neither will publish a statement that misuses the other's marks, that purports to speak for the other, or that discloses Confidential Information. This Section is limited to knowingly false or reckless statements and to the misuse of marks and Confidential Information, and does not restrict any review, rating, complaint, report to a regulator, testimony, or communication that Applicable Law protects.

22.7 Reviews. Nothing in this Agreement restricts Customer or any of its personnel from publishing a truthful review, performance assessment, or other honest communication about the Services, and any provision that would do so is void under the Consumer Review Fairness Act and is severed. This Section does not permit disclosure of Confidential Information, of the commercial terms restricted by Section 20.3, or of any PHI.

22.8 Referral Program. Aesthetic Influence may operate a program under which an existing customer receives a benefit for introducing another practice. Participation is voluntary, is governed by the program terms Aesthetic Influence publishes, and may be modified or withdrawn at any time. A benefit is payable only where the introduced practice executes an Order Form and pays, is a fixed amount or a fixed credit stated in advance and not a share of what the introduced practice pays, and is not offered to or accepted by any person who is in a position to refer a patient or to influence what any practice orders for a patient. Section 7.2 and Article 21 apply, and Aesthetic Influence may decline to pay any benefit it determines would be inconsistent with Anti-Kickback Laws.

ARTICLE 23. GENERAL PROVISIONS

23.1 Governing Law. This Agreement is governed by the laws of the State of Florida, without regard to its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

23.2 Dispute Resolution. Before filing any action other than one seeking injunctive relief or collection of an undisputed amount, the parties will attempt to resolve the dispute by negotiation between executives with authority to settle, on written notice describing the dispute, for thirty days, and if unresolved will participate in one day of mediation in Pinellas County, Florida before a mediator they select jointly or, failing agreement, one appointed by the mediation provider, sharing the mediator's fees equally. Completion of this process is a condition precedent to filing, and the period for giving notice of a Claim under Section 17.8 and any applicable limitations period are tolled from the date the notice described in this Section is given until thirty days after the mediation concludes or either party withdraws from it in writing.

23.3 Venue, Jury Waiver, and Class Waiver. Any action arising out of or relating to this Agreement will be brought exclusively in the state or federal courts located in Pinellas County, Florida, and each party consents to personal jurisdiction and venue there and waives any objection based on forum non conveniens. Section 23.2 and this Section do not apply to, and do not prevent either party from bringing in any court of competent jurisdiction, an action for injunctive or other equitable relief relating to Intellectual Property Rights, Confidential Information, the security or integrity of the Platform, or a breach of Section 3.6, Article 12, or Article 20, and do not prevent Aesthetic Influence from bringing an action to collect an amount owed, or to enforce a judgment, in any jurisdiction in which Customer resides, does business, or holds assets. EACH PARTY KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT. ANY PROCEEDING TO RESOLVE OR LITIGATE ANY DISPUTE IN ANY FORUM WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS, AND NEITHER PARTY WILL

SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION.

23.4 Attorney Fees. In any action arising out of or relating to this Agreement, the prevailing party is entitled to recover its reasonable attorney fees and costs, including those incurred in any appeal, in any bankruptcy proceeding, and in enforcing a judgment.

23.5 Force Majeure. Neither party is liable for any delay or failure to perform, other than an obligation to pay money, caused by an event beyond its reasonable control, including act of God, fire, flood, hurricane, epidemic, war, terrorism, civil unrest, labour dispute, governmental action, utility, telecommunications, internet, or hosting failure, and a cyber attack not resulting from a failure to maintain the safeguards this Agreement requires. Section 4.20 governs the failure, suspension, or discontinuation of a Subprocessor or Third-Party Service. The affected party will give prompt Notice and use commercially reasonable efforts to resume. If an event prevents performance of a material obligation for more than sixty consecutive days, either party may terminate the affected Service on Notice and Aesthetic Influence will refund prepaid Fees for the period after termination.

23.6 Notices. Notices must be in writing and are given to Aesthetic Influence at the address stated in the Order Form with a copy to its designated legal contact, and to Customer at the address and email stated in the Order Form. Notice is effective on personal delivery, one business day after deposit with a nationally recognized overnight courier, three business days after deposit in the United States mail certified with return receipt, or on the business day sent by email to the designated address with confirmation of transmission, provided that notice of termination, of indemnification, or of a material breach sent by email must also be sent by courier or certified mail. Either party may change its notice address on Notice. Routine operational, billing, product, and support communications may be given through the Platform, by an alert within the Platform, or by email to the applicable designated contact. Each party agrees that every notice, disclosure, and communication given electronically as this Agreement permits satisfies any legal requirement that it be in writing.

23.7 Assignment. Neither party may assign this Agreement without the other’s prior written consent, except that either may assign it in its entirety, on Notice, to a successor by merger, acquisition, or sale of substantially all of its assets, provided the successor is not a competitor of the other party and assumes all obligations in writing. Aesthetic Influence may assign this Agreement to an Affiliate, may subcontract or delegate performance of any of its obligations in whole or in part, and may collaterally assign, pledge, or grant a security interest in this Agreement and in the Fees and receivables arising under it to any lender or financing source, in each case without Customer’s consent and without Notice. Customer will not withhold, condition, or delay any consent, acknowledgment, or estoppel a lender or acquirer reasonably requests in connection with such a financing or transaction. Aesthetic Influence remains responsible for the performance of anyone it engages. Any purported assignment in violation of this Section is void. This Agreement binds and benefits the parties and their permitted successors and assigns.

23.8 Transaction Cooperation. Where Aesthetic Influence has a pending financing, assignment permitted by Section 23.7, or sale of its business, Customer will, within ten business days after a written request, deliver a certificate signed by an officer confirming that this Agreement and each Order Form are in force, the Fees and amounts outstanding, and whether Customer asserts any default or claim, specifying any it asserts. A certificate may be relied on by the counterparty to that transaction. Customer need not disclose a third party’s Confidential Information or waive any claim it specifies.

23.9 Entire Agreement and Amendment. This Agreement, together with each Order Form, Statement of Work, Exhibit, and Schedule, is the entire agreement on its subject matter and supersedes all prior and contemporaneous proposals, presentations, demonstrations, pricing pages, negotiations, representations, understandings, and agreements, written or oral, including any prior

agreement between the parties as to the Services. Except as Sections 2.4, 6.4, and 9.1 permit, this Agreement may be amended only in a writing signed by both parties. Customer acknowledges that in entering into this Agreement it does not rely on, and will have no remedy for, any statement, representation, assurance, or warranty not expressly set out in this Agreement, but nothing in this Section limits liability for fraud.

23.10 No Authority to Vary; No Reliance on Personnel. No employee, contractor, agent, coach, consultant, or sales representative of Aesthetic Influence has authority to make any representation, warranty, commitment, or variation binding on Aesthetic Influence, and Customer will not rely on one. Only a writing signed by an authorized signatory of Aesthetic Influence binds it. A statement made in a demonstration, sales call, coaching session, community post, recorded training, webinar, or marketing material is not a term of this Agreement and is not incorporated by any course of dealing or performance.

23.11 Assignment of Claims and Standing. Customer will not assign, transfer, sell, or grant any interest in a Claim against Aesthetic Influence to any person, and any purported assignment is void. No Patient, Practitioner, employee, contractor, lender, insurer, or other person is an intended beneficiary of this Agreement or has standing to enforce it, except as Section 17.6 and Section 23.14 expressly provide.

23.12 Regulatory Reformation. If either party reasonably determines that any provision of this Agreement, or any fee structure or workflow it contemplates, may not comply with a Healthcare Law, an Anti-Kickback Law, a Privacy Law, or any other Applicable Law, whether because of a change in law, a change in regulatory position, an enforcement action, or an advisory opinion, the parties will negotiate in good faith to modify the affected provision to achieve compliance while preserving the economic substance of the bargain as nearly as the law permits. Pending agreement, Aesthetic Influence may suspend or modify the affected Service under Section 9.7 or Section 21.3 without breach. If the parties cannot agree within sixty days, either may terminate the affected Service, and only that Service, on Notice, and Section 18.4 governs.

23.13 Waiver, Severability, and Construction. No failure or delay in exercising a right waives it, and no waiver is effective unless in writing. If a provision is held invalid or unenforceable it is modified to the minimum extent necessary to make it enforceable or, if it cannot be, severed, and the remainder continues in full force. If a limitation of liability, disclaimer, or exclusion is held unenforceable in part, it applies to the maximum extent permitted.

23.14 Independent Contractors and No Third-Party Beneficiaries. The parties are independent contractors. Nothing creates a partnership, joint venture, agency, employment, franchise, or fiduciary relationship, and neither party may bind the other. This Agreement confers no right on any person who is not a party, except that Section 16.1 and Section 16.2 benefit the indemnified parties named in them and Section 17.6 benefits the persons named in it.

23.15 Counterparts and Electronic Signature. This Agreement may be executed in counterparts, each an original and together one instrument, and may be executed and delivered by electronic signature or by electronic transmission of a signed copy, each of which has the same effect as an original.

ARTICLE 24. ACKNOWLEDGMENTS

By signing this Agreement Customer confirms that it has read this Article, has had the opportunity to obtain independent legal and professional advice on it, and understands and agrees to each of the following. This Article records the basis on which the parties have contracted and is a material inducement to Aesthetic Influence.

(a) **Aesthetic Influence does not practice medicine.** Customer alone is responsible for all clinical care, diagnosis, treatment selection, supervision, delegation, informed

consent, and medical record keeping, and Aesthetic Influence does not direct, review, or accept responsibility for any of it.

(b) **Aesthetic Influence gives no legal, compliance, clinical, tax, accounting, insurance, or financial advice.** Every template, consent form, script, protocol outline, pricing framework, curriculum, and artificial intelligence output is general reference material that Customer must have reviewed by its own licensed professionals and counsel before use, and using one is not evidence of compliance with any law.

(c) **The Program Fee is non refundable and the Program Term stated in the Order Form is non cancellable.** No refund, credit, or proration is available for non use, dissatisfaction, a change in circumstances, the departure of a Practitioner, or the closure of a location. The only exceptions are those Section 6.3 lists, and the Guarantee Rider does not provide a refund.

(d) **Billing continues after the Program Term.** The Subscription continues month to month at the Membership Fee stated in the Order Form until terminated on at least thirty days Notice, and Customer authorizes recurring charges on the first of each month under Section 6.10.

(e) **A payment plan costs more than paying in full.** The Credit Price exceeds the Cash Price by the amount stated in the Order Form, that excess is the cost of paying over time and not a fee for any service, and the whole Credit Price remains payable even if Customer stops using the Services.

(f) **The only outcome commitment is the Guarantee, if an Order Form elects it.** Where an Order Form elects the Guarantee, the Guarantee Rider at Exhibit B states it in full, it applies only on the conditions stated there, its remedy is the Continuation Services and not a refund, and it is measured in incremental collected revenue and not in profit or return on investment. Apart from that Guarantee, Aesthetic Influence makes no representation, warranty, or commitment as to revenue, profit, patient volume, conversion, retention, valuation, or any other outcome, and every figure, case study, testimonial, and projection Customer has seen is illustrative only and is not a representation as to Customer.

(g) **Artificial intelligence output requires human review.** Output can be inaccurate, incomplete, or fabricated. A qualified human, and for clinical or patient facing output an appropriately licensed Practitioner, must review and approve it before it is relied on, recorded, or presented to a Patient.

(h) **Consents are Customer's responsibility.** Customer, not Aesthetic Influence, obtains every patient authorization, photography and recording consent, and communication consent the law requires, and is responsible for the lawfulness of every message sent through the Platform.

(i) **The Platform is not a medical record.** It is not an electronic medical record, practice management, billing, or scheduling system of record, and is not certified health information technology. Customer maintains its own systems of record and meets its own retention obligations. Aesthetic Influence does not review the customer marketing it transmits and assumes no duty to do so. Customer is responsible for obtaining its Patients' assent to Customer's own terms in the flows Customer operates.

(j) **Liability is limited and procedural rights are waived.** Article 17 limits recoverable damages to three months of Fees, calculated as one quarter of the Fees paid under the applicable Order Form in the twelve months preceding the event and excludes indirect and consequential damages, subject to the enhanced cap in Section 17.3 and

the uncapped matters in Section 17.4, Section 17.8 requires notice of a Claim within one year, Section 23.3 waives trial by jury and any class or representative proceeding, and Section 6.12 makes payment absolute and independent with no right of set off.

ARTICLE 25. EXHIBITS AND EXECUTION

The following are incorporated into this Agreement and form part of it: Exhibit A, Business Associate Agreement, executed concurrently; Exhibit B, Growth Guarantee Rider, applicable only where an Order Form so states; each Order Form, including the personal guaranty at Part I of it signed by the individual owner, and Statement of Work executed by the parties; and the Documentation, which includes the Services Description, the service level terms, the security standards, and the subprocessor list. The data processing terms, artificial intelligence terms, electronic records and signature terms, acceptable use terms, content license, and marketing release are in the body of this Agreement at Articles 10, 13, 11, 9, 12.3, and 22.2 respectively, and are not separate exhibits.

The parties have executed this Agreement as of the Effective Date.

AESTHETIC INFLUENCE, LLC

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER: [PRACTICE LEGAL NAME]

By: _____

Name: _____

Title: _____

Date: _____