

END USER LICENSE AGREEMENT (EULA)

E/M University Learning Platform and AI Tools

Effective Date: March 6, 2026

Last Updated: March 6, 2026

This End User License Agreement (“Agreement”) is a legally binding agreement between **E/M University (“Company,” “Supplier,” “we,” “us,” or “our”)** and the individual or entity accessing the E/M University learning platform, E/M coding courses, and AI analysis tools (“User,” “Client,” “Subscriber,” or “you”).

By clicking **“I Agree,” registering an account, purchasing a subscription, or accessing the platform**, you acknowledge that you have read, understood, and agree to be bound by this Agreement.

If you do not agree to these terms, you cannot not access or use the platform.

1. DEFINITIONS

For purposes of this Agreement:

Platform

Refers to the E/M University learning environment, AI tools, and related services including E/M-Code-Sense AI.

Courses

Refers to training materials including videos, text, case studies, quizzes, and educational resources related to Evaluation & Management (E/M) medical coding.

AI Tools

Refers to automated software systems that analyze clinical documentation and generate coding insights, including E/M-Code-Sense AI.

User / Client

Refers to any individual or entity accessing the platform.

2. LICENSE GRANT

Subject to payment of applicable subscription fees and compliance with this Agreement, the Company grants you a **limited, non-exclusive, non-transferable, non-sublicensable, revocable license** to access and use the Platform and Courses solely for:

- Professional education
- Internal training
- Personal learning related to medical coding and documentation

Unless explicitly authorized through a corporate or enterprise license, the subscription is intended for **one named individual user only**.

No ownership rights are transferred under this Agreement.

3. RESTRICTIONS ON USE

Users agree not to:

3.1 Share Account Credentials

Share login credentials, passwords, or access links with any third party.

Each subscription is limited to **one authorized user** unless a corporate license is purchased.

3.2 Copy or Reproduce Content

Users may not:

- Download course videos
- Screen record content
- Copy training materials
- Distribute course materials
- Create derivative works

3.3 Reverse Engineer the Platform

Users may not attempt to:

- Reverse engineer software
- Decompile platform code
- Interfere with platform security

3.4 Commercial Redistribution

Users may not resell, sublicense, or distribute course materials or AI outputs for commercial training without written authorization.

4. SUBSCRIPTION TERMS AND PAYMENTS

4.1 Subscription Model

Access to the Platform is provided through a **paid subscription**, typically billed annually unless otherwise specified.

4.2 Payment Obligations

Users agree to pay all applicable fees according to the pricing terms presented at the time of purchase.

4.3 Access Term

Access to the Platform is provided only for the duration of an active subscription.

Failure to maintain payment may result in suspension or termination of access.

5. INTELLECTUAL PROPERTY

All materials contained within the Platform are the exclusive intellectual property of **E/M University**.

This includes but is not limited to:

- Training videos
- Course documents
- Case studies
- Coding scenarios
- Quizzes
- Info-graphics
- AI models and algorithms

These materials are protected by copyright, trademark, and intellectual property laws.

No ownership rights are transferred to the User.

6. MEDICAL CODING AND EDUCATIONAL DISCLAIMER

6.1 Educational Purposes Only

The Courses and AI tools are provided **for educational and informational purposes only**.

They are not intended to replace professional judgment.

6.2 No Legal or Medical Advice

Information provided through the Platform does not constitute:

- Legal advice
- Medical advice
- Official coding advice

6.3 User Responsibility

Coding decisions and claim submissions are the sole responsibility of the User.

E/M University is **not responsible for**:

- Billing errors
- Coding audits
- Payer denials
- Financial losses
- Compliance violations

7. E/M-CODE-SENSE AI PLATFORM TERMS

7.1 Informational Use Only

E/M-Code-Sense AI is an automated decision-support and educational system.

It is **not a licensed medical professional, attorney, or certified billing service**.

AI-generated output should always be independently reviewed by qualified personnel.

7.2 Human-in-the-Loop Requirement

Users must independently verify all AI-generated outputs before submitting claims or documentation.

AI systems detect patterns but **cannot exercise clinical judgment**.

7.3 AI Disclosure (California AB 489)

Users are hereby notified that assessments produced by the Platform are generated by artificial intelligence systems and **not by a licensed healthcare professional**.

8. PLATFORM ARCHITECTURE AND DATA PROCESSING

8.1 Zero-Retention Architecture

The Platform uses a **Zero-Retention architecture**, meaning:

- Clinical text submissions are not permanently stored
 - Reports are generated in real time
 - Data exists only for the duration of the active session
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8.2 Work Loss Disclaimer

If the user:

- refreshes the browser
- closes the tab
- loses internet connectivity
- allows a session timeout

all in-session data may be permanently deleted.

Users are responsible for exporting results before ending the session.

9. HIPAA AND PHI PROCESSING

The Platform may process Protected Health Information (PHI) for the purpose of real-time analysis.

The Company operates as a **Business Associate** under HIPAA for the limited purpose of transient data processing.

De-identification procedures follow the **HIPAA Safe Harbor standard**.

Further details are described in **Exhibit A – Business Associate Agreement**.

10. TERMINATION

The Company may suspend or terminate access immediately if the User:

- shares accounts
- distributes proprietary materials
- violates acceptable use policies
- attempts to circumvent system safeguards

Termination may occur without prior notice.

11. LIMITATION OF LIABILITY

To the maximum extent permitted by law:

The Company shall not be liable for any:

- indirect damages
- consequential damages
- incidental damages
- lost profits
- business interruption

arising from use of the Platform.

Total liability for claims shall not exceed the **amount paid by the User for the previous 12 months of service**.

12. HEALTHCARE LIABILITY CAP

Claims related to HIPAA compliance obligations described in Exhibit A shall be subject to a liability cap equal to **three (3) times the annual subscription fees paid**.

13. EXHIBITS

The following Exhibits are incorporated into this Agreement:

Exhibit A — Business Associate Agreement (BAA)

Defines HIPAA responsibilities for transient PHI processing.

Exhibit B — Service Level Agreement (SLA)

Defines platform uptime commitments and performance targets.

Exhibit C — Data Processing Agreement (DPA)

Defines handling of limited personal account metadata.

Exhibit D — AI Acceptable Use Policy (AUP)

Defines acceptable use of AI features.

Exhibit E — Data Use Agreement (DUA)

Defines permitted use of anonymized performance metadata.

EXHIBIT A — BUSINESS ASSOCIATE AGREEMENT

Transient Processing

Supplier receives Protected Health Information only for the purpose of real-time processing and de-identification.

Authorization to De-identify

Client authorizes Supplier to de-identify PHI using the **HIPAA Safe Harbor method**.

Once de-identified, the data is no longer considered PHI.

Security Standards

Supplier maintains:

- Multi-factor authentication
- Encryption in transit (TLS 1.3)
- Secure infrastructure controls

EXHIBIT B — SERVICE LEVEL AGREEMENT (SLA)

Platform Availability

Supplier commits to **99.9% monthly uptime**, calculated as:

Uptime % = (Maximum Available Minutes – Downtime) ÷ Maximum Available Minutes × 100

Processing Performance

AI PHI scrubber processing targets **<200 milliseconds latency for the 95th percentile of submissions**.

EXHIBIT C — DATA PROCESSING AGREEMENT

Supplier processes limited personal account metadata including:

- email address
- login credentials
- IP address
- authentication logs

This data is used exclusively for:

- security monitoring
- authentication
- fraud prevention

Supplier will assist Clients with regulatory privacy inquiries under **California CPRA** within 30 calendar days.

EXHIBIT D — AI ACCEPTABLE USE POLICY

Users agree not to:

- Attempt to re-identify de-identified data
- Misrepresent AI output as human-authored clinical advice
- Use AI outputs to impersonate licensed professionals

EXHIBIT E — DATA USE AGREEMENT

Algorithmic Benchmarking

Client grants Supplier permission to use **anonymous performance metadata** to improve AI system accuracy.

No identifiable clinical information is retained.

Training Data Transparency

Supplier maintains public disclosure of training data sources in accordance with the **California Generative AI Training Data Transparency Act (AB 2013)**.

ACCEPTANCE OF TERMS

By clicking **“I Agree,”** **registering an account,** or **accessing the Platform,** you confirm that:

- You have read this Agreement
- You understand the terms
- You agree to be legally bound by the Agreement and all Exhibits

Digital acceptance constitutes a legally binding signature.