

END-USER LICENSE AGREEMENT (EULA) — LOCALSCRIBE

Last updated: February 23, 2026

1. Parties and Scope

This End-User License Agreement (“Agreement”) is a legal agreement between you (“you” or “User”) and Modern Provider Systems LLC, an Indiana limited liability company doing business as LocalScribe (“Company,” “we,” “us,” or “our”). This Agreement governs your access to and use of the LocalScribe desktop software application, including any accompanying documentation, templates, and updates that we may provide (collectively, the “Software”).

The Software may include, depend on, or interface with third-party components (including open-source software and machine learning models) that are licensed under their own terms (“Third-Party Components”). Third-Party Components are not licensed to you under this Agreement. Their licenses and required notices are provided in the Software or in accompanying materials.

By installing, accessing, or using the Software, you agree to be bound by this Agreement. If you do not agree, do not install or use the Software.

You represent that you are at least 18 years old. If you use the Software on behalf of an organization or entity, you represent that you have the authority to bind that organization to this Agreement, and “you” includes that organization.

The Software is made available worldwide where lawful.

2. License Grant and Use Rights

Subject to your compliance with this Agreement, and where applicable your payment of the applicable fees, the Company grants you a limited, non-exclusive, non-transferable, revocable license to install and use the Software for your internal lawful purposes. The Software is licensed, not sold, and is not for resale.

Perpetual License for Purchased Version. If you purchase a paid license, it is a perpetual license for the version of the Software made available to you at the time of purchase, subject to continued compliance with this Agreement. The Company may provide, but does not guarantee, future updates, upgrades, or new versions. Future versions or major feature additions may require an additional purchase.

Device Limits (License Tiers). The Software enforces device activation limits based on the license tier:

- LocalScribe Pro: activation on one (1) computer at a time.
- LocalScribe Studio: activation on up to two (2) computers at a time.

A “computer” means a single physical computing device. A license may not be used to exceed the applicable device limit at any time.

Features are tiered. Certain features may be available only in Studio and will not be available under a Pro license.

Transfers / Reassignment. You may move your license to a different computer by using the Software's deactivation functionality (or another Company-provided transfer method, if available) to free an activation slot. Subject to the device limits above, transfers are permitted.

3. Upgrades and Complimentary Licenses

Upgrades (Pro to Studio). If you purchased a Pro license, you may be eligible to upgrade to a Studio license by paying the applicable upgrade amount (if any) presented at the time of upgrade. Upon a successful upgrade, your license entitlement will be updated to the Studio tier and corresponding device limit. The Pro entitlement does not remain as a separate additional license.

Promotions; Discounts; Complimentary Licenses. The Company may, in its sole discretion, offer promotional pricing, discounts (including student discounts), coupons, or complimentary licenses (including for evaluation, partnership, affiliate, community, or professional use). Complimentary licenses may include different terms or limitations, which may be disclosed at issuance.

4. Restrictions

You agree that you will not, and will not permit any third party to:

- Copy, distribute, sell, rent, lease, lend, sublicense, or transfer the Software or any license key, except as expressly permitted by this Agreement.
- Share, publish, or make available license keys, activation credentials, or other access mechanisms to any unauthorized person.
- Reverse engineer, decompile, disassemble, translate, or otherwise attempt to derive the source code, underlying ideas, algorithms, model weights, or trade secrets of the Software, except to the extent such restriction is prohibited by applicable law.
- Modify, disable, bypass, or circumvent any technical limitations, licensing controls, or security features of the Software.

For clarity: The Software may permit network activity when drafting features are not active (such as checking whether updates are available, downloading models, validating licenses, or exporting application logs). You may not attempt to force or maintain network connectivity in ways that bypass the Software's intended protections while drafting is active.

You also agree not to:

- Use the Software to break any law, violate third-party rights, or violate professional obligations, including privacy, confidentiality, or recordkeeping obligations that apply to your work.
- Use the Software to create, upload, or distribute malware, or to interfere with or disrupt the Software or related services.

5. Third-Party Components; Open-Source Notices

The Software may include, depend on, or enable the download and use of third-party software, libraries, and machine learning models, including open-source components (“Third-Party Components”). Third-Party Components are licensed to you under their own separate license terms, not under this Agreement.

The Company may make certain Third-Party Components available for download (including from Company-controlled distribution locations). The availability of any Third-Party Component through the Software does not change the applicable third-party license terms, and you agree to comply with those terms.

Notices. Required open-source notices and third-party license texts are provided within the Software (for example, in an in-app “Notices” or “Open Source Licenses” page) and/or accompanying materials. To the extent any Third-Party Component license grants you rights that conflict with this Agreement, the Third-Party Component license will control for that component.

No Warranty for Third-Party Components. Third-Party Components are provided by their respective authors and licensors. To the maximum extent permitted by law, the Company disclaims all warranties and liability related to Third-Party Components, except to the extent such disclaimers are not permitted under applicable law.

6. Data, Privacy, and User Responsibilities

Local Processing; PHI. Your inputs to the Software and the Software’s outputs may contain sensitive or regulated information, including protected health information (“PHI”). The Software is designed to process content locally on your computer. The Company does not receive your drafted or source content—including notes, reports, letters, custom templates, attachments, or audio dictation—through the Software.

Export Liability. Once you export content from the Software (for example, to a Word document, PDF, clipboard, or into a third-party system), that content is no longer protected by the Software’s local-only environment or encryption. You are solely responsible for the security, storage, transmission, and access controls of exported content.

Your Responsibilities. You are solely responsible for: (a) maintaining the security of your device and user account(s); (b) configuring your environment and use of the Software in a manner consistent with your legal, ethical, and professional obligations; (c) reviewing, verifying, and approving any content generated by the Software before it is used, saved, exported, printed, or included in any record; and (d) determining whether client informed consent or other disclosure is required for the use of AI or transcription tools in your practice, and obtaining any such required consent in accordance with applicable law, professional standards, employer policies, and local rules.

Secure Lock; Device-Dependent Authentication. Certain security features of the Software, including Secure Lock and re-authentication prompts, depend on the capabilities, configuration, and supported security features of your device and operating system. Some environments may not support OS-backed re-authentication, biometric prompts, or similar system authentication

controls. In those cases, you are solely responsible for securing your operating system session, locking your device when unattended, and preventing unauthorized access to the Software and any content processed through it. The Software's privacy safeguards are strongest when the host operating system supports system authentication prompts and related security controls.

Audit Logs. The Software may generate encrypted application audit logs intended to support operational security and compliance workflows (for example, logging application events). These logs are designed to exclude clinical content and persistent client identifiers. You control whether and when such logs are exported or shared.

No Telemetry by Default. The Software is designed so that it does not transmit clinical content to the Company as part of routine operation. If the Company later offers optional features that involve transmitting data (for example, optional diagnostics), those features will be separate from drafting and will be governed by the applicable disclosures and settings at that time.

Privacy Policy Controls Data Handling. If the Company provides a Privacy Policy or similar documentation, it governs the Company's data collection, use, storage, and sharing practices (if any). This Agreement governs software licensing and use rights.

7. Clinical Disclaimer; Human Review Required

The Software is a documentation and drafting tool. It does not provide medical advice, diagnosis, treatment recommendations, or clinical decision-making. The Software is not an electronic health record (EHR) system, is not a medical device, and is not intended to replace your professional judgment.

Human Review Required. You are responsible for reviewing and validating all outputs before relying on them for any purpose, including inclusion in a medical record, report, letter, or other clinical documentation. The Software may include features intended to reduce errors (for example, checks intended to identify content that may not be supported by the provided inputs), but such features are not foolproof and do not guarantee accuracy, completeness, or compliance.

Potential Errors and Misuse. The Software's outputs may be incorrect, incomplete, misleading, culturally insensitive, or otherwise inappropriate, and the Software may be misused (including through intentional misuse or attempts to bypass safeguards). You agree that you will use the Software responsibly and in compliance with applicable laws, professional standards, and ethical obligations.

High-Risk Use. The Software is not intended for use in emergency situations, active triage, or any environment where a failure or delay of the Software could lead to death, personal injury, or severe physical or environmental damage.

8. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOFTWARE (INCLUDING ANY OUTPUTS) IS PROVIDED "AS IS" AND "AS AVAILABLE." THE COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR

OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, THE COMPANY DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR-FREE, UNINTERRUPTED, SECURE, OR COMPATIBLE WITH ALL DEVICES OR SYSTEM CONFIGURATIONS, OR THAT ANY OUTPUTS WILL BE ACCURATE, COMPLETE, OR SUITABLE FOR ANY PARTICULAR PURPOSE.

WITHOUT LIMITING THE FOREGOING, THE COMPANY DOES NOT WARRANT THAT DEVICE-DEPENDENT SECURITY FEATURES, INCLUDING SECURE LOCK, OS-BACKED RE-AUTHENTICATION, BIOMETRIC PROMPTS, OR SIMILAR SYSTEM AUTHENTICATION CONTROLS, WILL BE AVAILABLE, FUNCTIONAL, OR SUPPORTED ON ALL DEVICES, OPERATING SYSTEMS, OR SYSTEM CONFIGURATIONS.

YOU ACKNOWLEDGE THAT SOFTWARE MAY FAIL, AND YOU ARE RESPONSIBLE FOR MAINTAINING APPROPRIATE BACKUPS AND WORKFLOWS. THE COMPANY IS NOT RESPONSIBLE FOR LOST DATA, LOST DRAFTS, OR INABILITY TO RECOVER CONTENT (INCLUDING LOSS DUE TO CRASHES, POWER INTERRUPTION, MISCONFIGURATION, OR USER ERROR).

Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS OPPORTUNITY, GOODWILL, OR DATA, ARISING OUT OF OR RELATED TO THE SOFTWARE OR THIS AGREEMENT, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE SOFTWARE OR THIS AGREEMENT WILL NOT EXCEED THE AMOUNT YOU PAID FOR THE SOFTWARE.

Because some jurisdictions do not allow the exclusion or limitation of certain damages, some of the above limitations may not apply to you.

10. Term; Termination

This Agreement is effective when you first install, access, or use the Software and continues until terminated.

Termination for Breach. The Company may terminate (or, at its option, suspend) this Agreement and your license immediately if you violate this Agreement, including by: sharing license keys or exceeding device limits, bypassing licensing or security controls, distributing the Software, or attempting to reverse engineer the Software (except where such restriction is prohibited by law).

Effect of Termination. Upon termination, you must stop using the Software and uninstall or delete all copies under your control. Termination does not affect your ownership of your own content (for example, documents you created or exported using the Software). Sections intended to survive termination (including disclaimers, limitations of liability, and governing law) will survive.

11. Governing Law; Venue

This Agreement is governed by the laws of the State of Indiana, without regard to its conflict of laws principles.

You and the Company agree that any dispute, claim, or controversy arising out of or relating to this Agreement or the Software will be brought exclusively in the state or federal courts located in Indiana, and you consent to personal jurisdiction and venue in those courts.

Nothing in this Agreement limits any rights you may have under applicable local consumer protection or other laws that cannot be waived by contract.

12. Updates and Maintenance

12.1 Update Mechanisms. The Software may include functionality to check whether updates are available. Updates may be delivered through third-party distribution mechanisms, including GitHub Releases, the Sparkle framework (macOS), and the Microsoft Store (Windows), and may require an internet connection.

12.2 No Guarantee. The Company may provide updates (including bug fixes, security improvements, and feature enhancements) at its sole discretion, but does not guarantee any future updates, continued development, or compatibility with future operating system versions. The Software is licensed “as is” at the time of purchase.

12.3 Network Controls. Certain privacy or security modes may restrict or defer network activity while drafting features are active. In such cases, update checks and downloads may be unavailable until drafting is not active, or may be performed only when permitted by the Software’s settings.

12.4 Consent. If you enable or use update-checking features, you consent to the Software making network requests for the limited purpose of determining whether updates are available and, where applicable, downloading update packages.

13. Contact; Notices

If you have questions, support requests, or other communications regarding the Software, you may contact the Company at support@localscribe.co (or another contact method we designate within the Software).

Do Not Send PHI. Do not email PHI, clinical notes, transcripts, recordings, or other client-identifying information to the Company. If support requests require troubleshooting, the Company may ask for a PHI-free diagnostic bundle or other non-clinical technical information.

You consent to receive notices and communications from the Company electronically, including through the Software and by email. Notices sent by email will be deemed given when sent to the email address associated with your purchase or account, if applicable.

14. Miscellaneous

Entire Agreement. This Agreement constitutes the entire agreement between you and the Company regarding the Software and supersedes all prior or contemporaneous understandings, communications, or agreements, whether written or oral, regarding the Software.

Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in full force and effect.

No Waiver. Failure by the Company to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

Assignment. You may not assign or transfer this Agreement or your license without the Company's prior written consent. The Company may assign this Agreement in connection with a merger, acquisition, corporate reorganization, or sale of substantially all assets relating to the Software.

15. Trial and Beta Use

The Company may offer trial or beta access to the Software. Trial and beta versions may include all or some Studio features and may change over time.

Trial Structure. Unless otherwise stated at the time of use, the trial currently consists of: (a) a 24-hour period during which trial users may access the Software with unlimited generations (including Studio features); followed by (b) up to 100 generations available after the initial 24-hour period.

Feature Availability After Trial. After the trial period, feature availability is determined by the license tier you purchase (if any). If you purchase a Pro license, Studio-only features will no longer be available (except as separately offered by the Company). If you purchase a Studio license, Studio features will remain available subject to this Agreement.

The Company may modify, suspend, or discontinue trial or beta access (including time periods, feature availability, or generation limits) at any time in its discretion.

Local Counter. Trial usage limits may be enforced locally on the device. Trial access is intended for evaluation and is not transferable.

No Warranty; No Support Commitment. Trial and beta versions are provided "as is," may be incomplete or unstable, and may contain bugs or errors. The Company does not guarantee support, uptime, or continued availability for trial or beta versions.

16. Purchases and Refunds

Purchases of the Software may be processed through an authorized reseller or merchant-of-record (for example, Lemon Squeezy) and/or third-party marketplaces (for example, the Microsoft Store).

Evaluation Period. The Software may include trial access (including up to 100 free generations) so you can evaluate the Software and test its performance on your specific hardware before purchasing. The Company does not guarantee compatibility with every hardware or software configuration.

Conditional 14-Day Refunds (Direct Purchases). For purchases processed through our authorized reseller (for example, Lemon Squeezy), the Company offers a conditional 14-day refund window from the date of purchase. Refunds are intended for situations where the Software is **materially nonfunctional** on your machine.

To request a refund within the 14-day window, you must:

1. Contact support@localscribe.co within 14 days of purchase.
2. Complete the Company's reasonable troubleshooting steps (for example, Safe Mode and/or Reset Settings) if provided in the Software or support instructions.
3. If requested by support, provide a **PHI-free diagnostic bundle** (or other non-clinical technical information) sufficient to confirm the issue.

The Company may deny refund requests where the Software is functional, where the issue is resolved through troubleshooting, where requested PHI-free diagnostic information is not provided, or where the request is based solely on preference, change of mind, or buyer's remorse.

Third-Party Marketplaces. For purchases made through third-party marketplaces (including the Microsoft Store), refunds are governed solely by that marketplace's refund policies and processes.

If there is any conflict between this Agreement and an applicable reseller/marketplace refund policy, the reseller/marketplace refund policy controls.

17. Changes to this Agreement

The Company may modify this Agreement from time to time. When we make changes, we will update the "Last updated" date at the top of this Agreement and may provide additional notice for material changes (for example, an in-app notice or prompt).

Changes apply only after they are posted or presented. By continuing to use the Software after an updated Agreement becomes effective, you agree to the revised terms. If you do not agree to the updated terms, you must stop using the Software and uninstall it.