



---

# Master Service Agreement

Covered Entity & Recovery Network Inc.

*Converting clinical signals into financial proof before a crisis becomes a cost.*

**90 Days**

Pilot Term

**\$8K/mo**

Tier 1 Investment

**99.9%**

Platform Uptime

**24hr**

Go-Live SLA

## 1. SERVICES

Recovery Network will provide the Covered Entity access to the RNI behavioral-health platform and associated support services. The Platform includes The Council — a multi-doctor AI system that performs AI-assisted analysis of patient communications, wearable signals, and voice/video journaling to generate risk scoring and alert generation in support of licensed clinical judgment. Dr. Chen (Compliance Authority) holds absolute veto power over all escalation decisions. The Platform supports — and does not replace — licensed clinical judgment.

## 2. DATA USE

**PHI Boundary.** Recovery Network processes identifiable PHI solely within each Covered Entity's environment for clinical and operational purposes. Recovery Network does not use identifiable PHI across clients for model training or system optimization.

**De-Identified Data.** Recovery Network may use de-identified data, in accordance with 45 CFR §164.514, to improve system performance, AI-assisted analysis of patient communications, risk scoring and alert generation, and safety monitoring. Such data is aggregated, non-identifiable, and cannot reasonably be used to re-identify any individual.

## 3. 42 CFR PART 2

Records subject to 42 CFR Part 2 are handled in accordance with that regulation in addition to HIPAA. The Covered Entity is responsible for obtaining and managing the written consents required by 42 CFR §2.31. Recovery Network will not disclose Part 2 records except as permitted by those consents or by §2.12–§2.67. Re-disclosure is prohibited except as permitted by Part 2. Recovery Network is treated as a "qualified service organization" under 42 CFR §2.11.

#### 4. PRICING & TERM

Tier pricing is as follows, billed monthly with a 90-day upfront commitment:

Tier	Monthly	Description
Tier 0	\$6,000/mo	Pilot — full platform, 90-day upfront
Tier 1	\$8,000/mo	Single facility — full platform, 90-day upfront
Tier 2	\$18,000/mo	Multi-facility — full platform, 90-day upfront
Tier 3	Custom	Enterprise — contact for quote

All tiers include full platform access to all 7 client-facing surfaces. Initial term is 12 months from Effective Date, auto-renewing for successive 12-month terms unless either party provides 60 days' written notice of non-renewal.

#### 5. RESPONSIBILITIES

**Covered Entity:** Maintain licensed clinical staff who review all Critical-tier alerts; obtain and manage patient consents including 42 CFR Part 2 consents; provide accurate facility\_id-scoped user provisioning; comply with acceptable use provisions.

**Recovery Network:** Operate the Platform in accordance with HIPAA, the BAA, and applicable law; maintain commercially reasonable availability and support; enforce PHI boundary; operate Dr. Chen's compliance veto as an absolute gate on all escalations.

#### 6. SUPPORT & SERVICE LEVELS

Recovery Network will use commercially reasonable efforts to maintain Platform availability of 99.5% monthly, excluding scheduled maintenance and force majeure. Support is provided during business hours (09:00–17:00 Central, Monday–Friday) with Critical-severity incident response within 4 business hours.

#### 7. CONFIDENTIALITY

Each party will protect the other's Confidential Information using the same care it uses to protect its own, and no less than reasonable care. PHI is governed by the BAA.

#### 8. WARRANTIES & LIMITATIONS

Recovery Network warrants that the Platform will materially conform to its documentation. EXCEPT FOR EXPRESS WARRANTIES IN THIS MSA, THE PLATFORM IS PROVIDED "AS-IS." EXCEPT FOR



INDEMNIFICATION OBLIGATIONS AND BREACHES OF CONFIDENTIALITY, EACH PARTY'S AGGREGATE LIABILITY IS LIMITED TO FEES PAID IN THE 12 MONTHS PRECEDING THE CLAIM.

**9. INDEMNIFICATION**

Each party will indemnify the other against third-party claims arising from its breach of this MSA, its negligence or willful misconduct, or its violation of applicable law.

**10. TERMINATION**

Either party may terminate for material breach on 30 days' written notice if the breach remains uncured. Recovery Network may suspend access for non-payment after 30 days' written notice. Upon termination, Recovery Network will return or destroy PHI in accordance with the BAA.

**11. GOVERNING LAW**

This MSA is governed by the laws of the State of Delaware, without regard to conflict-of-laws principles. Disputes will be resolved by binding arbitration in Delaware under JAMS rules, except that either party may seek injunctive relief for breaches of confidentiality or intellectual property.

**SIGNATURES**

By signing below, each party represents that it has the authority to enter into this Agreement and agrees to be bound by its terms.

**COVERED ENTITY (CUSTOMER)**

**RECOVERY NETWORK INC.**

*Authorized Signature* \_\_\_\_\_

*Authorized Signature* \_\_\_\_\_

*Print Name & Title* \_\_\_\_\_

*Jim Zimmerman, Founder & CEO* \_\_\_\_\_

*Organization* \_\_\_\_\_

*Recovery Network Inc.* \_\_\_\_\_

*Date* \_\_\_\_\_

*Date* \_\_\_\_\_