CareCloud

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is entered into on this ____ day of _____, 2025 by and between CareCloud, Inc., a Delaware corporation with its principal place of business located at 7 Clyde Road, Somerset, New Jersey 08873 ("CareCloud") and _____, with its principal place of business located at _____ ("Institution").

Effective Date: _____

1. Purpose

This MoU sets forth the terms under which CareCloud and Institution will collaborate on a pilot, prospective research trial evaluating cirrusAI Notes (the "Research Trial"), in accordance with the scope, objectives, and requirements described herein.

2. Objective (Tracks & Scope)

The Research Trial's primary goal is to evaluate the efficiency, accuracy, specialty-specific performance, and operational impact of CareCloud's cirrusAI Notes during real-world **English-only outpatient encounters.** Unless otherwise agreed in writing, the Research Trial will include **both tracks** below:

3. Track A (Competitive Benchmarking)

Comparative evaluation of cirrusAI Notes against selected AI-scribing competitors on documentation accuracy, specialty sensitivity, efficiency, and editing burden.

4. Track B (Operational Efficiency – Manual vs AI

Evaluation of time saved and reduction in editing burden when documenting encounters using cirrusAI Notes versus manual documentation without AI assistance.

5. Full-product evaluation

cirrusAI Notes will be evaluated as an integrated solution, including a chatting module that can answer provider queries regarding past medical history and clinical information, and AI-generated plan-of-care suggestions to assess end-to-end workflow impact. Final specialties to be included will be confirmed in writing before trial start.

6. Competitors for Benchmarking

Competitors may include, without limitation, Ambience Healthcare; Suki AI; Abridge; Nabla Copilot; and Dragon Medical One (Nuance) as a baseline traditional dictation comparator. The final competitor list will be confirmed in writing before trial start. Only AI-scribing products will be considered. Comparator product versions will be locked at the start of the trial.

7. Research Design

A randomized, multi-arm, paired comparative design will be used in live outpatient encounters wherever feasible.

8. Participants / Encounters

Target participation and encounter counts will be finalized in Annex A (Sample Size & Power); prior planning materials referenced minimums (e.g., ~20 providers and ~50 encounters) but the final sample will be set to achieve the agreed power after interim variance review.

9. Data Sources

(i) De-identified master audio recordings; (ii) AI-generated EHR notes; (iii) gold-standard reference notes created independently by qualified reviewers; (iv) edit logs and timing metadata from the EHR/note editor.

10. Standardized Master Audio Capture

All trial encounters will be recorded using a single calibrated master audio chain producing an uncompressed WAV (minimum 48 kHz / 24-bit). This identical recording will be used to generate outputs for all comparators to maximize fairness and reduce device/network variance. Where a comparator requires live input, the master signal will be synchronously routed (or played back) to each system at matched levels. CareCloud may supply an SOP for setup and QA.

11. Vendor Evaluation Permission

Institution will ensure the use of each comparator within this trial complies with the vendor's license/terms or is covered by separate written evaluation permission.

12. Metrics

Accuracy, specialty sensitivity, efficiency, and editing burden as detailed in Annex A. Editing burden will be measured objectively (edit logs with error-type classification: omission, commission, misinterpretation, formatting) and subjectively (brief provider surveys).

13. Trial Phases

(i) Planning & Proposal Submission; (ii) Approval & Onboarding (IRB/Ethics approval meeting international publication standards); (iii) Data Collection; (iv) Analysis (paired/mixed-effects methods; specialty subgroup analyses); (v) Publication (subject to Section 10). CareCloud may provide on-site resources at Institution premises for demonstrations, basic training, or technical assistance, and may oversee setup/calibration of the standardized audio chain.

14. Deliverables

(i) Interim update at ~50% data collection; (ii) Final report/manuscript-ready draft (methods, results, statistics); (iii) Comparative executive summary; (iv) Anonymized dataset (notes, edit logs, timing metadata) for CareCloud's internal analysis.

15. Grant & Funding

CareCloud will provide a research grant (value USD 10,000 or as otherwise agreed) paid in three tranches: 30% at initiation; 40% upon completion of data collection; 30% upon final deliverables. Institution will submit an itemized budget in local currency.

16. Evaluation Criteria for Award

Selection will consider: scientific rigor; specialty alignment; cost-effectiveness; team track record; capability to execute both tracks; and a credible plan to finish data collection in up to ~30 days post-onboarding/approvals (final timeline to be agreed collaboratively).

17. Intellectual Property & Ownership

All raw data, analyses, reports, statistical results, software configurations, and other outputs from the Research Trial are the sole and exclusive property of CareCloud. Institution acknowledges such data are proprietary and confidential.

18. Confidentiality, Publication & Securities Compliance

10.1 Confidentiality. Institution shall not disclose any CareCloud Confidential Information without prior written consent. “Confidential Information” includes, without limitation, all data, methodologies, analyses, trial results, trade secrets, source code, business plans, and other non‑public information.

10.2 Publication Approval (and Favorable Results). No abstracts, manuscripts, posters, presentations, or other trial-related content may be submitted for publication, public release, or third-party dissemination without CareCloud’s prior written approval. For purposes of approval, “favorable results” mean that cirrusAI Notes meets or exceeds competitor performance in at least one pre-defined specialty by a statistically significant margin ($p < 0.05$) on the primary outcome(s), as agreed in Annex A before trial start. If results do not meet this threshold, CareCloud may require the trial to be repeated, expanded, or restructured prior to granting publication approval.

10.3 Priority of Proprietary Product Launch. If trial results coincide with a pending product release or major feature launch, CareCloud may prioritize public release of the product before any publication of research results, regardless of outcome.

10.4 Regulation FD & Securities Law. Institution acknowledges CareCloud’s SEC reporting obligations and agrees not to trade in CareCloud securities based on non-public trial information and to comply with Regulation FD and applicable securities laws.

10.5 Recording Consent & Use. Institution shall obtain written informed consent from clinicians and patients for audio recording and multi-system evaluation. Master recordings and derived transcripts will be de-identified before any external transfer, encrypted in transit and at rest, and used solely for the Research Trial.

19. HIPAA, Privacy & Data Security

Data will be handled in compliance with HIPAA-aligned practices and applicable local privacy laws in the trial jurisdiction(s). Data must be encrypted in transit and at rest. Institution will maintain access/audit logs. Institution shall delete all CareCloud-provided data within 30 days of project completion, or within a mutually agreed retention period in writing.

20. Conflicts of Interest

Institution will disclose any actual or potential conflicts, including relationships with competing vendors. No overlapping comparative studies with competing products will be conducted during the active trial without CareCloud's written consent.

21. Governing Law & Jurisdiction

This MoU shall be governed by the laws of the State of Delaware, USA, without regard to conflicts of law principles, and applicable U.S. federal securities laws. The parties agree to the exclusive jurisdiction of Delaware courts.

22. Term & Termination

This MoU remains in effect until completion of all deliverables unless terminated earlier by mutual written agreement or for breach. Sections 9–13 survive termination.

23. Project Timeline Expectation

The parties anticipate completion of data collection in up to ~30 days from the official start date (following contract execution, IRB/Ethics approval, registry confirmation, and technical onboarding). This is an expectation, not a fixed deadline; adjustments may be made by mutual written agreement.

24. Regulatory Trial Registration

Prior to enrollment of the first participant, the Institution shall, in coordination with CareCloud (as sponsor), register the Research Trial in an ICMJE-recognized registry (e.g., ClinicalTrials.gov or a WHO primary registry). CareCloud will determine the scope and wording of the public registration to ensure compliance while protecting proprietary information.

Signed for and on behalf of CareCloud, Inc.

Name: _____
Title: _____
Date: _____

Signed for and on behalf of [Institution Name]

Name: _____
Title: _____
Date: _____

25. Annex A – Detailed Metrics & Methodologies (Summary to be attached).

Accuracy: % match vs gold-standard note for key SOAP sections (automated + blinded review).

Specialty Sensitivity: Capture rate of specialty-specific clinical terms (terminology mapping).

Efficiency: Time from encounter end to EHR-ready note; after-hours charting; same-day chart closure.

Editing Burden: Objective edit logs (count, % text changed, time) with error-type classification (omission, commission, misinterpretation, formatting); plus subjective provider survey.

Standardized Audio SOP: Master WAV (≥48 kHz/24-bit), calibrated gain, synchronized routing for live-only systems, pre/post file hashing, QA checklist.

Statistical Plan: Paired analyses with mixed-effects models (provider random effect); multiplicity control for Track A pairwise comparisons; significance at $p < 0.05$; interim variance/power re-estimation (~25% completion) to confirm/adjust sample size.

Sample Size & Power: Final N per agreed primary endpoint effect size and variance estimates; supersedes preliminary minima.