Sanivo

Empowered by Think Solve AI

Try It — 3-Month Service Agreement

Three consecutive monthly billing cycles. Convert-and-Save built in.

Fee: $1,166/month × 3 = $3,498 total

PROVIDER

Sanivo, a DBA of Think Solve AI, LLC

Arkansas limited liability company

Clinton, Arkansas · sanivo.ai

EFFECTIVE DATE

The date Client signs this Agreement.

This Agreement consists of these Common Terms (§1–20), a package-specific Schedule A, an ACPA Rider (Run With It — ACPA only), and Signature Block. By signing, Client agrees to all of the above.

Common Terms

Parties

- **Sanivo** ("Provider") — a DBA of Think Solve AI, LLC (Arkansas limited liability company)
- **Client** — the healthcare practice signing this Agreement

1. Services

Provider will deliver the services described in **Schedule A** (per-package scope) during the Term.

2. Term

- **Tune-Up Trial:** One (1) month from Effective Date. Ends automatically at delivery.
- **Try It — 3-Month:** Three (3) consecutive monthly billing cycles from Effective Date.
- **Run With It — 12-Month:** Twelve (12) consecutive monthly billing cycles from Effective Date.

Automatic Renewal Disclosure (per Arkansas Act 652 of 2025 / HB 1820). By signing this Agreement, Client acknowledges and expressly consents to the following:

- **(a) Renewal terms.** Try It — 3-Month and Run With It — 12-Month will automatically renew on a month-to-month basis after the initial Term ends, at the then-current monthly rate stated in Schedule A (or the ACPA rate if the ACPA Rider is in effect). Tune-Up Trial does not auto-renew.
- **(b) Renewal price.** For Run With It (Public), rate is contractually held through December 31, 2027, so post-Term month-to-month billing continues at the same rate until then. For Run With It (ACPA), rate is held through December 31, 2028 per the ACPA Rider. For Try It, month-to-month renewal is at $1,166/month unless converted to Run With It.
- **(c) Length of each renewal.** Each renewal period is one (1) calendar month.
- **(d) How to cancel.** Client may cancel any auto-renewed month-to-month billing by providing thirty (30) days' written notice via email to Provider's notice address (see Section 18). No cancellation fee. No form required beyond a written email stating intent to cancel.
- **(e) Renewal reminder.** Provider will send Client an email reminder no fewer than thirty (30) days before the initial Term expires and auto-renewal begins, restating the renewal price, renewal length, and cancellation procedure.
- **(f) Consent.** Client's signature on this Agreement constitutes clear and conspicuous consent to the auto-renewal terms above, which are also referenced in the payment page at checkout.

3. Fees & Payment

- Fees are stated in **Schedule A**.
- Payment is due in advance of each billing cycle via Stripe.
- **Setup fees:** $1,500 setup fee is waived for Try It and Run With It packages. Tune-Up Trial has no separate setup fee.
- **Late payment:** 3-day grace period. If payment is not received by day 3, Provider may pause services until payment is current. Repeated late payments (2+ in Term) may result in termination.
- **Each cycle's fee is earned when that cycle's work is delivered.** Fees are billed in advance and are earned as Provider performs. The monthly report delivered to Client is the record of work performed for that cycle.

- **Billing disputes have a thirty-day window.** Client must raise any dispute about a charge in writing to billing@sanivo.ai within thirty (30) days of that charge. A charge not disputed in writing within thirty (30) days is accepted as correct and may not be disputed later.
- **No chargebacks on delivered cycles.** Client will not initiate a chargeback, card dispute, ACH reversal, or bank reversal for any charge covering a billing cycle in which Provider delivered Services. Client's remedy for any billing concern is the written dispute process above, followed by Section 17.
- **A chargeback outside that process is a material breach.** If Client initiates a chargeback or reversal without first completing the written dispute process, Provider may immediately suspend all Services and may cancel this Agreement on thirty (30) days' written notice with proven receipt under Section 18. Client remains liable for the disputed amount, all fees through the end of that thirty-day notice period, any processor or bank fees Provider incurs, and Provider's reasonable costs of collection including attorney's fees.
- **No claim of non-delivery after acceptance.** Delivered monthly reports, published content, and Command Center records are evidence of delivery. Client may not assert non-delivery for a cycle in which Client accepted the report, used the system, or did not dispute within the thirty-day window.

4. Rate Protection

- **Tune-Up Trial:** Rate applies only to the one month of service.
- **Try It — 3-Month:** Rate held for the 3-month Term. Conversion to Run With It during Term drops rate immediately.
- **Run With It (Public):** Rate held through December 31, 2027. Month-to-month continuation after 12-month Term at then-current rate unless renewed.
- **Run With It (ACPA):** See ACPA Rider.

5. Cancellation & Refunds

- **Tune-Up Trial:** Client may cancel before Provider begins work for a full refund. Once work has begun, no refund — but full $647 is credited toward Run With It if Client converts within 90 days.
- **Try It — 3-Month:** Client agrees to complete all 3 months. Early termination requires written notice and payment of remaining months in Term. No partial-month refunds.
- **Run With It — 12-Month:** Client agrees to complete all 12 months. Early termination requires written notice and payment of remaining months in Term. No partial-month refunds. After Term, cancellation allowed with 30-day written notice.

6. Client Responsibilities

Client agrees to:

- Provide reasonable access to their existing website, Google Business Profile, social media accounts, and other assets required to perform Services;
- Respond to Provider requests for content approvals, information, or decisions within three (3) business days;
- Maintain their own patient records and HIPAA-covered systems separately;
- Not misuse the AI receptionist for spam, harassment, or non-patient outreach.

Provider delays caused by Client non-responsiveness may extend delivery timelines without penalty to Provider.

7. HIPAA, Arkansas Health Data, and Business Associate Status

(a) BAA Required. Where any Protected Health Information ("PHI," as defined under 45 C.F.R. § 160.103) or Arkansas-protected health information may be created, received, maintained, or transmitted by Provider on behalf of Client, the parties will execute a separate **Business Associate Agreement (BAA)**, substantially in the form of the HHS-published model BAA (45 C.F.R. § 164.504(e)(2)) with Arkansas-specific additions where more protective. The BAA is incorporated by reference into this Agreement. No PHI will be transmitted to or through Provider systems before the BAA is executed.

(b) HIPAA Compliance as a Business Associate. Provider acknowledges that when handling PHI on Client's behalf, Provider is a "Business Associate" under HIPAA (45 C.F.R. Parts 160, 162, and 164) and the HITECH Act (Pub. L. 111-5, Div. A, Title XIII). Provider will:

- Implement and maintain the administrative, physical, and technical safeguards required by the HIPAA Security Rule (45 C.F.R. §§ 164.302–164.318);
- Use and disclose PHI only as permitted by the BAA and this Agreement;
- Report Security Incidents and Breaches of Unsecured PHI to Client without unreasonable delay and in no case later than the timelines required by 45 C.F.R. § 164.410;
- Ensure that any subcontractor that creates, receives, maintains, or transmits PHI on Provider's behalf agrees in writing to the same or stricter restrictions;
- Make Provider's HIPAA-related books, records, and practices available to the Secretary of Health and Human Services as required for compliance audits.

(c) Arkansas State-Level Protections. Arkansas medical-record and health-information rules apply in addition to HIPAA where more protective. Provider acknowledges and will comply with:

- The Arkansas Medical Records Access Statute (Ark. Code Ann. § 16-46-106) and its 30-day production-of-records requirement where applicable to Provider's role;
- Arkansas Department of Health confidentiality expectations for business partners handling health information;
- Any stricter recordkeeping or disclosure rule imposed by Client's licensing board (chiropractic, medical, dental, psychiatric, or other applicable Arkansas health-care licensure), as communicated by Client to Provider.

(d) Retention. Provider will retain HIPAA-required documentation (policies, risk analyses, BAA, training logs, breach records, accounting-of-disclosures logs) for a minimum of six (6) years from date of creation or date last in effect, per 45 C.F.R. § 164.530(j)(2). Client is separately responsible for retaining its own patient medical records for the periods required by Arkansas law (which, for most Arkansas health-care providers, is a minimum of ten (10) years after last discharge or last treatment per Arkansas Medical Society guidance and Ark. Code R. 007.05.17-14 for hospitals; longer for minors, until two (2) years after the age of majority).

(e) Return or Destruction of PHI. Upon termination of this Agreement for any reason, Provider will return to Client, or if Client agrees in writing, destroy all PHI received from Client or created, maintained, or received by Provider on behalf of Client that Provider still maintains in any form. Provider will retain no copies of PHI beyond what is required by law. Where return or destruction is infeasible, Provider will extend the protections of this Agreement and the BAA to such PHI and limit further uses and disclosures accordingly.

(f) Client Data Ownership. Client owns all Client Data (including PHI, patient contact records, intake responses, and any content Client uploads or Provider generates on Client's behalf). Provider will make

Client Data portable and deliver it in a commercially reasonable format on request within thirty (30) days of Term end.

(g) De-Identified Aggregate Metrics. Provider may use aggregated, de-identified metrics (de-identified per the HIPAA Safe Harbor method at 45 C.F.R. § 164.514(b)(2)) for its own service improvement, benchmarking, and case-study purposes. No identifying practice, patient, or client-specific information will be included in de-identified analyses shared outside Provider.

(h) Scope Beyond Chiropractic. This Section 7 applies uniformly regardless of Client's specific practice type. Where Client operates in a specialty subject to additional federal or Arkansas rules (e.g., substance-use records under 42 C.F.R. Part 2, mental-health records, dental records, or veterinary records where applicable), Client will notify Provider in writing at signing so appropriate additional safeguards can be documented in the BAA.

(i) Arkansas Personal Information Protection Act (State-Law Breach-Notification Overlay). In addition to HIPAA's Breach Notification Rule (45 C.F.R. §§ 164.400–164.414), Provider will comply with the Arkansas Personal Information Protection Act, Ark. Code Ann. §§ 4-110-101 to 4-110-108 ("PIPA"), which applies independently of HIPAA and is not preempted where more protective. Specifically:

- **(1) Definition.** "Personal information" under PIPA (Ark. Code Ann. § 4-110-103) includes an Arkansas resident's first name or first initial and last name in combination with a Social Security number, driver's license number, financial-account number, or **medical information**. Substantially all Client patient data handled by Provider on Client's behalf will qualify as "personal information" under PIPA in addition to "PHI" under HIPAA.
- **(2) Consumer notice.** In the event of a breach of the security of the system involving unencrypted personal information, Provider will assist Client in providing notice to affected Arkansas residents in the most expedient time and manner reasonably necessary, consistent with the timelines already required by Section 7(b) and 45 C.F.R. § 164.410.
- **(3) Attorney General notification.** Where a breach affects the personal information of more than one thousand (1,000) Arkansas residents and there is a reasonable likelihood of harm, Provider will, at Client's direction, assist Client in notifying the Arkansas Attorney General at the same time notice is provided to affected residents or within forty-five (45) days after determination of reasonable likelihood of harm, whichever occurs first (Ark. Code Ann. § 4-110-105(b)(2)). Reports are submitted through the Attorney General's Data Breach Reporting Form at arkansasag.gov/divisions/public-protection/identity/security-or-data-breach.
- **(4) No preemption where stricter.** Where PIPA imposes a stricter notification standard, shorter timeline, or additional recipient beyond HIPAA (including the Arkansas Attorney General), Provider will comply with the stricter Arkansas standard.
- **(5) Encryption safe harbor.** PHI and personal information encrypted per HIPAA-compliant standards is not subject to PIPA's notification obligations, but Provider will still notify Client of any security incident consistent with Section 7(b).

8. Intellectual Property

- **Client Content:** Client owns all pre-existing content, brand assets, and materials provided to Provider.
- **Deliverables:** Upon full payment, Client owns the specific deliverables produced (website copy, social posts, ad creative, review responses).

- **Provider Tools:** Provider retains all rights to its underlying tools, systems, templates, workflows, and processes. Client receives a non-exclusive, non-transferable license to use these during the Term.

9. Confidentiality

Each party will keep confidential the other's non-public business information for the Term plus two (2) years. Standard exceptions apply (public info, independently developed, legally compelled disclosure).

10. Warranties & Disclaimers

- Provider warrants that Services will be performed in a professional and workmanlike manner.
- **Provider does not warrant specific revenue, patient acquisition, or ranking outcomes.** Marketing results depend on many factors outside Provider's control (Client responsiveness, market conditions, patient demand, platform algorithm changes).
- Services are provided "AS IS" beyond the express warranty above. All other warranties, express or implied, are disclaimed to the extent permitted by law.

11. Limitation of Liability

Provider's total liability under this Agreement, **in the aggregate and across all claims**, is limited to the fees actually received by Provider from Client in the three (3) months immediately preceding the claim. No party is liable for indirect, incidental, consequential, special, or punitive damages, or for lost profits, lost revenue, lost patients, or lost business opportunity, whether or not foreseeable.

Time limit on claims. Any claim arising out of or relating to this Agreement must be brought within one (1) year after the event giving rise to it. A claim not brought within that period is permanently waived.

Fees are not damages. Fees paid for Services delivered are not recoverable as damages, and no claim reduces, offsets, or excuses Client's obligation to pay fees for Services already delivered.

This limitation does not apply to breaches of confidentiality, indemnification obligations, or gross negligence.

12. Indemnification

Each party will indemnify the other against third-party claims arising from its own breach of this Agreement, negligence, or willful misconduct.

13. Termination for Cause

Either party may terminate for material breach if the other party fails to cure within fifteen (15) days of written notice. Client remains liable for fees earned through termination date.

14. Independent Contractor

Provider is an independent contractor. Nothing in this Agreement creates a partnership, joint venture, or employment relationship.

15. Assignment

Neither party may assign this Agreement without the other's written consent, except Provider may assign to a successor entity in a merger or acquisition.

16. Governing Law & Venue

This Agreement is governed by the laws of the State of Arkansas. Venue for any dispute is Van Buren County, Arkansas. Parties waive jury trial.

17. Dispute Resolution

Before litigation, parties will attempt good-faith negotiation for thirty (30) days, then non-binding mediation.

18. Notices & Signature

- **Notices** must be in writing to the email addresses on file. Email is sufficient for all notices under this Agreement.
- **Proven receipt for cancellation notices.** Any notice of cancellation or termination — by either party, under Section 5, Section 13, or Section 3 — is effective only on **proven receipt**, and the thirty (30) day notice period begins on that date. Proven receipt means a written acknowledgment from the receiving party, a signed or electronically signed confirmation, a delivery or read confirmation for the email, or delivery by certified mail with return receipt. A notice that is sent but not provably received does not start the notice period. Either party may establish proven receipt by any of these methods, and Provider will acknowledge a Client cancellation notice in writing within three (3) business days of receiving it.
- **Electronic Signature.** This Agreement may be executed electronically via DocuSign or a comparable ESIGN-Act-compliant electronic signature service. Electronic signatures have the same legal force as handwritten signatures under the federal Electronic Signatures in Global and National Commerce Act (15 U.S.C. §§ 7001–7006) and the Arkansas Uniform Electronic Transactions Act (Ark. Code Ann. § 25-32-101 et seq.). Client's electronic signature constitutes agreement to all terms of this Agreement, all Schedules, and any applicable Rider.
- **Authentication.** DocuSign email authentication (email OTP) is sufficient for the Tune-Up Trial. For any Try It or Run With It agreement, DocuSign SMS authentication (SMS OTP) is required. For any Run With It agreement executed remotely without prior video meeting between Provider and the natural person signing on behalf of Client, DocuSign ID Verification (or an equivalent knowledge-based-authentication or government-ID-verification step) is required. This tiered approach maintains ESIGN-Act attribution to the signatory (15 U.S.C. § 7001(a); Ark. Code Ann. § 25-32-109) and reduces later challenges of "I did not sign this."

19. Entire Agreement

This Agreement (including Schedule A and any Rider) is the entire agreement between the parties. Amendments require written mutual consent.

20. Confidentiality of Provider Methods (Trade Secret)

How Sanivo Works. Sanivo is empowered by Think Solve AI, LLC, which combines a range of technologies from across the AI industry — including but not limited to language models, automation platforms, CRM infrastructure, voice systems, and content generation tools — into a single proprietary product delivered to Client. The specific composition, configuration, sequencing, and integration of these technologies (collectively, "Provider Methods") is what makes the Sanivo service unique, and is what Client is paying for. Provider Methods are a trade secret under the Arkansas Trade Secrets Act, Ark. Code Ann. § 4-75-601 et seq.

No Disclosure of Component Technologies. Provider does not identify, and is not obligated to identify, the specific vendors, platforms, models, or tools that comprise Provider Methods — to Client, to Client's staff, to Client's advisors, or to any third party. Client acknowledges and agrees that the identity of Provider's component technologies is intentionally withheld, that this withholding is a core feature of the Services (not a limitation), and that Client's purchase decision is based on Sanivo's outcomes and Provider's reputation, not on the component technologies themselves.

Client agrees:

- **(a) No Reverse-Engineering or Discovery Attempts.** Client will not attempt to identify, catalog, or reverse-engineer the component technologies that comprise Provider Methods. This includes but is not limited to: inspecting outbound calls or webhooks in Client-side systems, requesting admin access to Provider-hosted infrastructure, asking Provider staff to name specific vendors or tools, or engaging third parties to audit Provider Methods.
- **(b) No Disclosure of Anything Client Does Learn.** In the event Client incidentally learns the identity of any component technology used in Provider Methods (through operation of the Services, employee conversation, invoice line items, or any other means), Client will treat that information as Provider's confidential trade secret and will not disclose it to any third party, including on social media, in reviews, in presentations, in case studies, in consultations with competing vendors, or in Client's own marketing materials.
- **(c) Purpose of This Restriction.** This restriction protects two things: (1) Provider's ability to keep delivering these Services at this price point (public disclosure of Provider Methods invites commodity price competition and undermines the value Client is paying for); and (2) Client's own competitive position (a competing practice with knowledge of Provider Methods could replicate Client's growth advantage without paying for Provider's judgment and integration expertise).
- **(d) What Client CAN Say.** Nothing in this Section prevents Client from: — Describing the Services generically ("AI-powered growth system," "24/7 patient capture," "automated review management," "empowered by Think Solve AI") in Client's own marketing; — Sharing that Client works with Sanivo as their growth partner; — Providing honest reviews or testimonials about the Services and the results Client has experienced; — Answering direct questions from patients about Client's own practice operations.
- **(e) Remedy.** Provider Methods are trade secrets. In the event of a breach of this Section, Provider is entitled to injunctive relief without posting bond, in addition to any other remedies available at law or equity. Client agrees that monetary damages alone would be inadequate.
- **(f) Duration.** This Section survives termination of this Agreement indefinitely, for as long as Provider Methods remain confidential and are not lawfully made public by Provider.
- **(g) Employee & Contractor Cascade.** Client will ensure Client's employees, contractors, and agents who receive access to any portion of Provider Methods (including team members trained to use the

system) are bound by the same restrictions, either through Client's existing employment agreements or by signing a short acknowledgment Provider will supply on request.

Schedule A — Try It — 3-Month

Fee: $1,166/month × 3 = $3,498 total

Deliverables (monthly, ongoing)

- AI receptionist — 24/7 patient capture across web, SMS, and voice
- Automated review generation — post-visit triggers, response templates, escalation
- Monthly content & social publishing — 12+ pieces/month across Client's channels
- Google Business Profile management — weekly posts, photo refresh, Q&A
- Ad management (Meta + Google) — creative, targeting, weekly optimization
- HIPAA-compliant infrastructure — BAA on file, encrypted intake, audit log
- Monthly reporting — new patients, review growth, ad ROI, plain-English summary
- **Setup fee waived — $1,500 value baked in**

Timeline

Kickoff week 1, first campaigns live by end of week 2, monthly optimization cycles thereafter.

Convert-and-Save (Built Into This Agreement)

Client may convert this Try It — 3-Month Agreement to a Run With It — 12-Month Agreement at any time during the 3-month Term by providing written notice to Provider (email is sufficient). Upon conversion:

- Client's monthly rate immediately drops to the applicable Run With It rate: **$1,041/mo (public)** or **$950/mo (ACPA)** if Client qualifies for the ACPA Rider;
- A new 12-month Term begins on the conversion date;
- The remaining months of the Try It Term (if any) are absorbed into the new Run With It Term and billed at the new rate;
- No new signature is required — this conversion mechanic is incorporated by reference into this Agreement, and Client's continued payment at the reduced rate constitutes acceptance of the Run With It terms;
- All other terms of this Agreement (HIPAA, IP, confidentiality, governing law, trade secret) carry forward into the Run With It Term without modification, except as expressly changed by the Run With It rate, term length, and rate-lock protections stated in the Run With It Schedule A.

Signature

PROVIDER

Sanivo, a DBA of Think Solve AI, LLC

By: _____

Name: Casey Timmons

Title: Managing Member

Date: _____

CLIENT

Practice Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Practice Address: _____

Email for Notices: _____

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