notable

NOTABLE PRODUCT AND IMPLEMENTATION TERMS

Last Updated: November 21, 2024

These Product and Implementation Terms are incorporated into the agreements for services ("**Agreement**") between the entity or organization purchasing or accessing Services described below ("**Customer**") and Notable, and apply with respect to and Customer's use of such Services. Capitalized terms used herein shall have the respective meanings set forth in the Agreement.

1. **SUPPORT SERVICES.** Under each contract document ordering Services and executed by the parties ("**Order Form**"), Customer is entitled to the following support services:

   1.1. **Service Level Agreement.** Any issues encountered by the Customer will be addressed in a timely manner to the best of Notable's abilities in accordance with the Service Level Agreement entered into between Notable and Customer.

   1.2. Notable will make reasonable on-site visits, as safety permits, and as mutually agreed upon, and all of Notable's reasonable and pre-approved travel-related expenses for such on-site visits will be reimbursed by Customer.

   1.3. Notable will monitor and analyze outcomes-based KPIs specific to the solutions purchased and suggest methods to improve conversion.

   1.4. Notable will deliver the current versions and functionalities of its platform relevant to the scope of the applicable Order Form during the Term.

   1.5. On a regular basis, Notable will conduct business reviews with Customer's executives and a steering committee wherein both Parties will discuss key performance indicators (KPIs), platform updates, and expansion opportunities.

   This is not meant to be an exhaustive list of support responsibilities for Notable, but rather cover the core responsibilities in support of the Services.

2. **IMPLEMENTATION TERMS.** The following terms apply to Implementation Services provided by Notable to Customer.

   Customer Implementation Requirements. Customer will designate a project partner (the "**Project Partner**") to work with the Notable team to facilitate the following:

   2.1. **Immediate Implementation Requirements.** to be completed by Customer within thirty (30) days of execution of this Agreement:
   - Identify named key stakeholders in alignment with Notable defined requirements required for project success
   - Participate in an executive kick-off call inclusive of all the executive sponsors, key stakeholders, and project lead(s).
   - Set up monthly cadence for executive check-in calls to touch base on implementation process and mitigate any identified risks.
   - Set up weekly cadence for project team resources necessary to support the implementation deployment
   - Provide access to required technical resources necessary to provide appropriate system access
   - Provide Notable with requested scope discovery items necessary to support deliverables
   - Provide baseline metrics required to measure impact of implementation
   - Complete required steps in the Onboarding Toolkit as necessary

   2.2. Management of the detailed project plan and day-to-day execution of the project deliverables including participation in scheduled standups with Notable

   2.3. Engage in an executive steering committee driven by the Notable team on a monthly cadence.

   2.4. Organization and timely scheduling of key stakeholders and end users for key project activities (e.g., testing, training, workflow previews).

   2.5. Facilitate timely decision-making and execution of Customer-owned deliverables.

   2.6. Customer will perform baseline data collection before implementation of Notable's automation platform, including providing data for KPIs specified per solution as outlined by the Notable implementation team and provide such data to Notable prior to implementation of Notable's Services.

   2.7. Access to and ensuring allocation at recommended levels of support for other roles key to the project (e.g., project governance, technical and interface teams, EHR team, super users, end users)

   2.8. Liaising with the EHR team for requirements such as facilitation of EHR login credentials and permissions, troubleshooting, QA testing, and adjustments to EHR configuration as needed, as well as maintaining permissions with EHR upgrades.

   2.9. Establishing a process to ensure staff adherence to outlined training recommendations.

2.10. Approve Notable's connections to Health Information Exchanges (HIEs) and Qualified Health Information Networks (QHINs) as requested.

This is not meant to be an exhaustive list of responsibilities and tasks for Customer, but rather covers the core responsibilities in support of the agreement scope.

3. <u>**GENERATIVE AI FEATURES**</u>. The following terms apply when any Solution or Flow uses AI Features as defined below.

3.1. <u>**Use of Generative AI Features**</u>. Customer may submit Customer Data (including in the form of prompts or queries) to the Generative AI Features ("**Inputs**") and receive outputs from the Generative AI Features ("**Outputs**"). Notable may use Inputs and Outputs to train or otherwise improve the Generative AI Features, but only if such Inputs and Outputs have been (a) de-identified so that they do not identify Customer, its Users or any other person, or by the [HIPAA Privacy Rule Safe Harbor standards](https://www.hhs.gov/hipaa/for-professionals/privacy/special-topics/de-identification/index.html) for PHI, and (b) aggregated with data across other customers. For these purposes (and without limiting Customer's other obligations with respect to Customer Data generally), such data is provided by Customer to Provider strictly "AS IS". Except for Notable's express rights in the Agreement, as between the Parties, Customer retains all intellectual property and other rights in Customer's Inputs. Outputs are deemed to be Customer Data, subject to this <u>Section 3.1</u>. Customer acknowledges that Outputs provided to Customer may be similar or identical to Outputs independently provided by Notable to others. Due to the nature of the Generative AI Features, Notable does not represent or warrant that (a) any Output does not incorporate or reflect third-party content or materials or (b) any Output will not infringe third-party intellectual property rights. Claims of intellectual property infringement or misappropriation by Outputs are not included in indemnified Third Party Claims in the Agreement.

3.2. **Disclaimer**. **Outputs are generated through machine learning processes and are not tested, verified, endorsed or guaranteed to be accurate, complete or current by Notable. Customer should independently review and verify all Outputs as to appropriateness for any or all Customer use cases or applications.**

3.3. With respect to Generative AI Features, Customer will not and will not permit anyone else to:
- use the Generative AI Features or any Output to infringe any third-party rights,
- use the Generative AI Features or any Output to develop, train or improve any AI or ML models (separate from authorized use of the Services under this Agreement),
- represent any Output as being approved or vetted by Notable,
- represent any Output as being an original work or a wholly human-generated work,
- use the Generative AI Features for automated decision-making that has legal or similarly significant effects on individuals, unless it does so with adequate human review and in compliance with applicable laws, or
- use the Generative AI Features for purposes or with effects that are discriminatory, harassing, harmful or unethical.

4. <u>**ANYTIME BALANCE AND PAYMENTS COLLECTION TERMS**</u>. The following terms apply to Services that are deployed by or for Customer, that use patient payments collections.

4.1. <u>**License and Fees**</u>. Notable licenses and provides access to its native Anytime Balance and Payments Collection solution. Patients may pay with ApplePay, GooglePay, Visa, Mastercard, American Express, Discover, HSA, and FSA account cards. Notable will grant Customer access to the Notable payments dashboard for reconciliation and refunds. Notable will charge the following standard fees for payment processing:

Transaction Fees:	2.9% of total collected + $0.30 per payment transaction
Post-Visit Collections Fee:	3% of total collected
Payout of Collected Funds:	0.25% of payout amount+ $0.25 per payout transaction
Monthly Account Fee:	$2/month per payment account

4.2. <u>**No Debt Collection**</u>. Customer acknowledges that Notable is not providing a debt-collection service and agrees that Payments may only be used for current amounts payable by Customer patients.

4.3. <u>**Disputes**</u>. In the event that a Customer patient disputes any charges with the payment processor or payment card company, and such dispute is resolved in favor of the patient, Customer shall reimburse Notable for all reversed charges upon invoice from Notable. Customer and Notable will work together to gather and submit any relevant materials requested by the payment processor or payment card company related to such dispute.

5. <u>**NOTABLE ASSISTANT TERMS**</u>. The following terms apply to Customer's use of Notable Assistant.

5.1. **Disclaimer Requirement.** Upon activation of Notable Assistant, Customer agrees to include a generative artificial intelligence disclaimer ("**Disclaimer**") on each domain on which Notable Assistant is deployed. This Disclaimer is the sole responsibility of Customer to create and maintain, and shall not reference Notable or any Confidential Information. The Disclaimer is subject to all applicable federal and state laws and regulations regarding use of artificial intelligence.

6. **FLOW STUDIO TERMS.** The following terms ("**Flow Studio Terms**") apply to Customer's use of Flow Studio, including Flow Builder.

6.1. **About Flow Studio and Flow Builder.** Flow Studio is a no-code interface for building, configuring, deploying, and monitoring Customer's instance of the Notable platform. In Flow Studio, Customer may build custom automations for clinical and patient experience use cases using Flow Builder (each a "**Customer Flow**").

6.2. **Customer Responsibilities.** Customer shall be solely responsible for Customer Flows, shall only allow Users who are certified by Notable to use Flow Studio. Customer represents and warrants that: (a) all Customer Flows will be created in compliance with the Agreement and the Notable Staff and Provider End User Terms Of Use (link), (b) Customer has sufficient rights for any data or data source connected a Customer Flow, (c) Customer has sufficient consents required to perform a particular Customer Flow (e.g. patient communication consents, etc.), and (d) Customer will not allow sharing of any Flow Studio user credentials between any individuals.

7. **HEALTH INFORMATION EXCHANGES AND QUALIFIED HEALTH INFORMATION NETWORKS.** The following terms apply if Customer uses any Health Information Exchange ("HIE") and/or Qualified Health Information Network ("**QHIN**") through the Services.

7.1. **Compliance with HIE/QHIN Terms.** Customer represents and warrants that: (a) it is a member of the HIE(s) and/or QHIN(s) in good standing, and (b) it shall, and shall cause its Users, to comply with all applicable terms and conditions of the HIE and/or QHIN, including, without limitation, maintenance of any required reciprocal connections, compliance with applicable data standards, and data use restrictions.

7.2. **Consent For Notable Participation.** Customer consents to and shall of Notable's participation and connection to HIE(s)/QHIN(s) as an "On Behalf Of" or similar participant, and will provide necessary approvals for such participation. Upon Notable's request, Customer will review and execute a Notable HIE/QHIN Data Access Consent Form (link).