



NOTABLE ENTERPRISE TERMS

Last Updated: August 28, 2025

1. **AGREEMENT.** These Notable Enterprise Terms (“**Enterprise Terms**”) are standardized terms for use of the Notable Services. To use the Notable Services, Customer and Notable complete and execute an Order Form that references these Enterprise Terms, Attachments (such as a business associate agreement) and any Additional Terms. Collectively, the Enterprise Terms, any Statement(s) of Work in force, Attachments and Additional Terms form the Parties’ agreement (“**Agreement**”).

2. SERVICES AND ORDER FORMS.

2.1. **Description of Services.** Throughout the Term of this Agreement, Notable shall provide to Customer and its Users the following services (“**Services**”):

- (a) In accordance with Section 2.2 (Order Forms) of this Agreement, access to the software-as-a-service and/or other service offering(s) described in the applicable Order Form(s) referencing this Agreement (each, an “**Order Form**”).
- (b) Service maintenance and the support services as set forth in Section 5 (Services Levels: Support) and in the applicable Order Form; and
- (c) Such other services as may be specified in the applicable Order Form.

2.2. Order Forms.

- (d) An Order Form shall be executed for each project agreed to by the Parties.
- (e) Each Order Form will reference and incorporate the terms of this Agreement and will contain (i) a listing of Services to be provided by Notable and respective entitlements for such Services (ii) any applicable fees, billing, and/or invoice information, and (iii) additional information and Customer deliverables required for the successful performance of such Services.
- (f) Notable will not begin any work unless an Order Form governing the work has been executed by both Parties. Notable may immediately cease performing Services, without liability, if an Order Form expires and is not immediately extended or replaced with a valid Order Form.

2.3. **Provision of Access.** Subject to and conditioned on Customer’s payment of Fees and compliance with all other terms and conditions of this Agreement, Notable hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 14.8 (Assignment)) right to access and use the Services during the Term, solely for use by Users in accordance with the terms and conditions herein. Such use is limited to Customer’s internal use and use by Customer’s patients as necessary. The total scope of the Services to be provided will not exceed the scope as set forth in the Order Forms executed by the Parties, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.

2.4. **Overage Fees.** If Customer’s uses of the Services exceeds the volume of use permitted under the applicable Order Form, Customer shall pay Notable fees attributable to the excess use as set forth in the applicable Order Form or, if no such rates are provided, at Notable’s then-current list price (“**Overage Fees**”).

2.5. **Professional Services.** Notable will perform implementation, configuration, training, or other professional services (collectively “**Professional Services**”) as described in an Order Form, which may identify additional terms or milestones for the Professional Services. Customer will give Notable timely access to Customer materials and systems reasonably needed for Professional Services. Customer may use code or other deliverables that Notable furnishes as part of Professional Services only in connection with Customer’s authorized use of the Services under this Agreement.

2.6. **Notable Materials and Documentation License.** Subject to the terms and conditions contained in this Agreement, Notable hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 14.8 (Assignment)) license to use the Notable Materials and Documentation during the Term solely for Customer’s internal business purposes in connection with its use of the Services.

2.7. **Reservation of Rights.** Notable reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any Intellectual Property Rights or other right, title, or interest in or to the Notable IP.

2.8. **Not A Health Care Provider.** The Parties agree that Notable is not a health care provider, and its provision of the Services is not the practice of medicine or medical advice and does not create a provider-patient relationship.

2.9. **User Terms.** Any User using the Services must agree to the Notable [Staff and Provider End User Terms Of Use \(link\)](#), (“**User Terms**”) to use the Services, both initially upon account registration, and at any time that the User Terms change. If a User revokes his or her consent to the User Terms, the User’s access to the Services will cease. Notable may also suspend or terminate any User’s access to the Services upon notice to Customer in the event that Notable reasonably determines that such User has violated the User



Terms.

2.10. Changes. Notable reserves the right, in its sole discretion, to make any changes to the Services and Notable Materials that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Notable's services to its customers; (ii) the competitive strength of or market for Notable's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable Law. Without limiting the foregoing, either Party may, at any time during the Term, request in writing changes to the Services. The Parties shall evaluate and, if mutually agreed upon, implement all such requested changes. No requested changes will be effective unless and until memorialized in a written change order or amended Order Form signed by both Parties.

2.11. Trials and Betas. Notable may offer Customer certain optional Services on a free, trial, beta or early access basis ("**Beta Services**"). Use of Beta Services is permitted only for Customer's internal evaluation during the period designated by Notable. Either party may terminate Customer's use of Beta Services at any time for any reason. Beta Services may be inoperable, incomplete or include features never released. **Notwithstanding anything else in this Agreement, Notable offers no warranty, indemnity, Service Level Agreement or Support for Beta Services and its liability for Beta Services will not exceed US\$1,000.**

2.12. Customer-Created Flows. Customer may build custom automations for clinical and patient experience use cases in Flow Studio (each a "**Customer Flow**").

- (a) **Customer Responsibilities.** Flow Studio is a no-code interface for building, configuring, deploying, and monitoring Customer Flows. 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, applicable laws, 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, and (b) Customer has sufficient consents required to perform a particular Customer Flow (e.g. patient communication consents, etc.).
- (b) As between Notable and Customer, IP in Customer Flows shall accrue to Notable and licensed to Customer as Notable Materials. Notable reserves its rights to (i) develop, or have developed, any functionality that may be similar to, may perform similar functions to, or that are based on any Customer Flow; and (ii) use any general information, ideas, concepts, know-how, processes, techniques, programming routines and subroutines, methodologies, processes, skills, or expertise embodied in any Customer Flow.

2.13. Generative AI Features. "**Generative AI Features**" means large language models (LLMs) or other machine learning or artificial intelligence features of the Services.

- (a) **Use of Generative AI Features.** 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](#) (link) 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 [Section 2.13](#). 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.
- (b) **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. CUSTOMER RESPONSIBILITIES.

3.1. General. Customer is responsible and liable for all uses of the Services resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Users, and any act or omission by a User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Users aware of the provisions of this Agreement as applicable to such User's use of the Services, and shall cause Users to comply with such provisions.

3.2. Customer Systems and Cooperation. Throughout the Term Customer shall: (a) set up, maintain, and operate in good repair and in accordance with the Specifications, all Customer Systems on or through which the Services are accessed or used; (b) provide Notable personnel with such access to Customer's premises and Customer Systems as is necessary for Notable to perform the Services in accordance with the Service Level Agreement; and (c) provide all cooperation and assistance as Notable may reasonably



request to enable Notable to perform its obligations and exercise its rights under and in connection with this Agreement.

3.3. Effect of Customer Failure or Delay. Notable is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. Notable reserves the right to modify delivery timelines to account for delays caused by Customer.

3.4. Usage Rules. Customer shall not, and shall not permit any other Person to, access or use the Services (including Flow Studio) or Notable Materials except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

- (a) copy, modify, or create derivative works or improvements of the Services or Notable Materials;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services or Notable Materials to any Person, including without limitation, on or in connection with any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services or Notable Materials, in whole or in part;
- (d) bypass or breach any security device or protection used by the Services or Notable Materials;
- (e) input, upload, transmit, or otherwise provide to or through the Services or Notable Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- (f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, Notable Systems, or Notable's provision of services to any third party, in whole or in part;
- (g) remove, delete, alter, or obscure any trademarks, Specifications, Documentation, User Terms, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services or Notable Materials, including any copy thereof;
- (h) access or use the Services or Notable Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Notable customer), or that violates any applicable Law, including without limitation, to distribute content which promotes, creates, sends, displays, advertises or sells: (i) harassing messages; (ii) illegal goods, services or actions; (iii) communications that violate the CAN-SPAM act, the TCPA, or other consumer protection laws or regulations; (iv) explicit content of sexual or violent nature or otherwise; (v) infringement on any Intellectual Property Rights of others, including trademark, copyright, design or patent rights, including texts, photos, graphics or other content that was not created by Customer or provided to Customer for use with the Services; (vi) claims or services to prevent, treat, or cure health issues that are not approved or authorized for use by regulatory or public health agencies, such as the FDA in the United States; (vii) products with excessive or deceptive pricing practices or pricing that is otherwise prohibited by applicable law; (viii) information that is not meant for a general audience, including any personally identifiable information, which includes but is not limited to, social security numbers, passwords, security credentials or other sensitive personal information;
- (i) access or use the Services or Notable Materials for purposes of competitive analysis of the Services or Notable Materials, the development, provision, or use of a competing software service or product or any other purpose that is to Notable's detriment or commercial disadvantage; or
- (j) otherwise access or use the Services or Notable Materials beyond the scope of the authorization granted under this [Section 3](#) and any applicable Order Form; or
- (k) With respect to Generative AI Features, Customer will not and will not permit anyone else to:
 - i. use the Generative AI Features or any Output to infringe any third-party rights,
 - ii. 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),
 - iii. represent any Output as being approved or vetted by Notable,
 - iv. represent any Output as being an original work or a wholly human-generated work,
 - v. 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
 - vi. use the Generative AI Features for purposes or with effects that are discriminatory, harassing, harmful or unethical.

3.5. Enforcement: Corrective Action and Notice. Customer shall ensure that all Users comply with the terms and conditions of this Agreement, including, without limitation, with Customer's obligations set forth in [Section 3.4 \(Usage Rules\)](#). If Customer becomes aware of any such activity, whether actual or threatened, Customer shall, and shall cause its Users to, immediately: (a) take all reasonable and lawful measures within their respective control necessary to stop such activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Notable Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify Notable of any such actual or threatened activity.

3.6. Suspension. Notwithstanding anything to the contrary in this Agreement, Notable may temporarily suspend Customer's and



any User's access to any portion or all of the Services if: (i) Notable reasonably determines that (A) there is a threat or attack on any of the Notable IP; (B) Customer's or any User's use of the Notable IP disrupts or poses a security or proprietary risk to the Notable IP or to any other customer or vendor of Notable; (C) Customer, or any User, is using the Notable IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Notable's provision of the Services to Customer or any User is prohibited by applicable law; (ii) any vendor of Notable has suspended or terminated Notable's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) Customer's account is 30 days or more overdue for payment subject to [Section 6 \(Fees\)](#), (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Notable shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Notable shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Notable will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any User may incur as a result of a Service Suspension.

3.7. No Telecommunications or Internet Services. Customer acknowledges and agrees that Customer's and its Users' use of the Services is dependent upon access to telecommunications and/or internet services ("Connectivity Services"). Customer shall be solely responsible for acquiring and maintaining all Connectivity Services and other hardware (unless otherwise set forth in the applicable Order Form) and software required to access and use the Services, including, without limitation, any and all costs, fees, expenses, and taxes of any kind related to the foregoing. Notable shall not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such Connectivity Services.

4. HIPAA AND STATE LAW COMPLIANCE.

4.1. HIPAA. Customer and Notable agree to comply with the Health Insurance Portability and Accountability Act of 1996, its implementing privacy and security regulations ("**HIPAA**") and any applicable state laws related to protected health information, as defined by HIPAA ("**PHI**"). In addition, the Parties shall enter into a business associate agreement prior to the exchange of any PHI.

4.2. PHI and De-identified Data. Notable may collect and use PHI from Customer or on behalf of Customer in providing the Services ("**Customer PHI**"), including, without limitation, through health information exchange networks and qualified health information networks (such networks "**Exchanges**"). Notwithstanding the terms of [Section 8 \(Intellectual Property Ownership: Feedback\)](#), Customer hereby grants to Notable an irrevocable, non-exclusive, royalty-free, worldwide, license to: (a) use such Customer PHI to create de-identified data in accordance with 45 C.F.R. § 164.514(b) ("**De-identified Data**") that will remain the exclusive property of Notable; and (b) combine Customer PHI with the PHI of other covered entities received by Notable in its capacity as a business associate of those other covered entities, to permit data analyses that relate to the health care operations of the respective covered entities (Data Aggregation). Notable may retain and use the De-identified Data for the limited purposes of operating, analyzing, improving, or marketing the Services and any related products and services of Notable. Customer agrees that Notable may (i) make De-identified Data publicly available in compliance with applicable Law, (ii) use De-identified Data to the extent and in the manner permitted under applicable Law, and (iii) and use the De-identified Data as further described in an Order Form; provided that such De-identified Data does not identify Customer or its Affiliates, Customer's Confidential Information, or Customer's or its Affiliates' patients or Users. For the avoidance of doubt, Notable does not, and shall not, sell PHI, De-identified Data, Patient Data, or Customer Data for any reason.

5. SERVICE LEVELS; SUPPORT.

5.1. Service Levels; Support. Subject to the terms and conditions of this Agreement, Notable shall use commercially reasonable efforts to make the Services available in accordance with the [Service Level Agreement \(link\)](#) and the Specifications in the applicable Order Form.

6. FEES.

6.1. Payment. Customer will pay the fees described in the Order Form ("**Fees**"). Unless the Order Form states otherwise, all amounts are due within 30 days after the invoice date (the "**Payment Period**"). Late payments are subject to a charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. All fees and expenses are non-refundable except as expressly set out in this Agreement.

6.2. Taxes. Customer is responsible for any sales, use, GST, value-added, withholding or similar taxes or levies that apply to its Order Forms, whether domestic or foreign ("**Taxes**"), other than Notable's income tax. Fees and expenses are exclusive of Taxes. Customer agrees to assist Notable upon reasonable request provide information necessary to calculate applicable Taxes. This Section 6.2 does not apply if Customer is a tax-exempt organization and provides Notable with valid evidence thereof.

6.3. Exclusions. Except as expressly provided in an Order Form, Fees listed exclude without limitation: (a) Licenses or subscriptions to third-party services, (b) Hardware, software, and Connectivity Services to support Customer's use of the Services, (c) Charges by EHR vendors for login and/or license fees for additional access required by Notable, (d) Additional professional services or



consulting requested by Customer.

6.4. Payment Disputes. If Customer disputes an invoice in good faith, it will notify Notable within the Payment Period and the Parties will seek to resolve the dispute over a 15-day discussion period. Customer is not required to pay disputed amounts during the discussion period, but will timely pay all undisputed amounts. After the discussion period, either Party may pursue any available remedies.

6.5. Reimbursable Expenses. Notable may make reasonable on-site visits, as safety permits and as mutually agreed upon, and all of Notable's travel-related expenses for such on-site visits will be reimbursed by Customer. Additionally, Customer shall reimburse Notable for out-of-pocket expenses incurred by Notable in connection with performing the Services ("**Reimbursable Expenses**") in accordance with Customer's standard travel and expense policy.

7. CONFIDENTIAL INFORMATION.

7.1. Use and Protection. A Party acting as a "**Disclosing Party**" may disclose Confidential Information to the other Party (the "**Receiving Party**"). Each Receiving Party will (a) use Confidential Information only to fulfill its obligations and exercise its rights under this Agreement, (b) not disclose Confidential Information to third parties without the Disclosing Party's prior approval, except as permitted in this Agreement and (c) protect Confidential Information using at least the same precautions Receiving Party uses for its own similar information and no less than a reasonable standard of care.

7.2. Permitted and Required Disclosures. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know (including, for Notable, its subcontractors), provided it remains responsible for their compliance with this Section 7 and they are bound to confidentiality obligations no less protective than this Section 7. The Receiving Party may disclose Confidential Information (including Customer Data) if required by an applicable Law. The Receiving Party will limit such required disclosure to that which is necessary to comply with such Laws, and if permitted, will give the Disclosing Party reasonable advance notice of the required disclosure and reasonably cooperate, at the Disclosing Party's expense, in obtaining a protective order for such Confidential Information.

7.3. Return of Confidential Information. Subject to Section 4 (HIPAA and State Law Compliance), at the termination or expiration of the Agreement and all Order Forms, each Party will return or certify destruction of the other Party's Confidential Information as provided in Section 12.3 (Effect of Termination). The foregoing notwithstanding, each Receiving Party may retain a copy for archival or evidentiary purposes or as otherwise required by applicable law, provided the obligations of non-use and protection shall continue to apply for so long as such copies are retained.

7.4. Exceptions. The Parties' obligations and restrictions with respect to Confidential Information shall not apply to any information or materials which: (a) were, at the time of disclosure or have subsequently become generally known or available to the public through no fault of the Receiving Party, (b) the Receiving Party can demonstrate was already in its possession prior to disclosure hereunder or is subsequently rightfully acquired by the Receiving Party with no obligation of confidentiality from a third party having the right to disclose it, (c) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (d) data aggregation analyses and de-identified data derived from PHI.

7.5. Remedies. Each Party agrees and acknowledges that any violation or threatened violation of this Section 7 may cause irreparable harm and significant damages, the degree of which may be difficult to ascertain to the Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Disclosing Party may be entitled to seek equitable relief without posting a bond in addition to any other rights and remedies that it may have at law or otherwise.

7.6. Required Disclosures. The recipient may disclose Confidential Information (including Customer Data) to the extent required by Laws. If permitted by Law, the recipient will give the discloser reasonable advance notice of the required disclosure and reasonably cooperate, at the discloser's expense, to obtain confidential treatment for the Confidential Information.

8. INTELLECTUAL PROPERTY OWNERSHIP; FEEDBACK.

8.1. Notable IP. All right, title, and interest in and to the Notable IP, are and will remain with Notable and, with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. Customer has no right, license, or authorization with respect to any of the Notable Materials except as expressly set forth in Section 2.1 (Description of Services), 2.6 (Notable Materials and Documentation License) or the applicable third-party license, in each case subject to Section 3 (Customer Responsibilities). All other rights in and to the Notable Materials are expressly reserved by Notable. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to Notable an assignment of all right, title, and interest in and to the De-identified Data and Resultant Data, including all Intellectual Property Rights relating thereto.

8.2. Customer Name and Logo Use. Subject to Customer's brand specifications and revocation by Customer, Customer consents to the inclusion of Customer's name and logo on Notable' website, and Notable may list Customer as a customer of



Notable in any Notable marketing materials, such as, by way of example, representative client lists, press releases, screen shots, case studies and printed and digital sales material, all of which will be prepared in a manner consistent with a high standard of professionalism.

8.3. Feedback. Notable may use any suggestions, ideas, or other feedback regarding the Services or Professional Services provided by Customer (“**Feedback**”), without restriction, attribution, or other obligation. All Feedback is provided “AS IS” and Notable will not publicly identify Customer as the source of feedback without Customer’s permission.

9. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.

9.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (i) it is duly organized, validly existing, and in good standing; (ii) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations required under this Agreement; (iii) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (iv) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

9.2. Customer Representations, and Warranties. Customer has the sole responsibility for the accuracy, quality, integrity, reliability and appropriateness of Customer Data, and for obtaining all rights related to Customer Data required by Notable to perform the Services. Customer represents, warrants, and covenants to Notable that Customer owns or otherwise has and will have all the necessary rights and consents in and relating to the Customer Data, so that, Customer Data does not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable law.

9.3. Notable Warranty. Notable warrants that the Services will conform in all material respects to the specifications provided in an applicable Order Form and the Documentation. Notable does not make any representations or guarantees regarding uptime or availability of the Services. The remedies set forth in the Service Level Agreement are Customer’s sole remedies and Notable’s sole liability under the limited warranty set forth in this [Section 9.3](#). THE FOREGOING WARRANTY DOES NOT APPLY, AND NOTABLE STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY MATERIALS.

9.4. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN [SECTION 9.3](#), THE NOTABLE IP IS PROVIDED “AS IS” AND NOTABLE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. NOTABLE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NOTABLE MAKES NO WARRANTY OF ANY KIND THAT THE NOTABLE IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

10. INDEMNIFICATION.

10.1. Notable Indemnification.

- (a) Notable will indemnify, defend, and hold harmless Customer, its owners, Affiliates, members, directors, officers, managers, employees and agents (collectively the “**Customer Indemnified Parties**”) from and against any and all third-party claims, actions, damages, demands, liabilities, costs, and expenses, including reasonable attorneys’ fees and expenses, (collectively, “**Losses**”) made, filed or asserted against or incurred by Customer Indemnified Parties resulting from any third-party claim, suit, action, or proceeding (“**Third-Party Claim**”) arising out of, resulting from or caused by infringement or misappropriation of the Intellectual Property Rights of any third party by the Services; except that Notable will have no liability for any Claim of any kind to the extent that it results from: (i) modifications to the Services, including any software associated with the Services, made by a party other than Notable, if a Claim would not have occurred but for such modifications; (ii) the combination, operation or use of any part of the Services with equipment, devices, software or data not supplied or approved by Notable, if a Claim would not have occurred but for such combination, operation or use; (iii) Customer’s or any User’s failure to use current versions of the Service components provided by Notable; (iv) Notable’s compliance with any designs or specifications provided by Customer; (v) Third-Party Materials; (vi) Customer Data; (vii) as provided in the applicable [Product Specific Terms \(link\)](#) incorporated herein, (viii) any Customer Flows; or (ix) the use or distribution of any components of the Services, other than in accordance with this Agreement, the Documentation, and the instructions given to Customer by Notable (the “**Indemnity Exclusions**”).
- (b) If such a Third-Party Claim is made or appears reasonably possible, Customer agrees to permit Notable, at Notable’s sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Notable determines that neither alternative is reasonably available, Notable may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.



10.2. Customer Indemnification. Customer shall indemnify, hold harmless, and, at Notable's option, defend Notable from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's Intellectual Property Rights or other personal right, and any Third-Party Claims based on (i) Customer's or any User's negligence or willful misconduct; (ii) Customer's or any User's use of the Services in a manner not authorized by this Agreement; (iii) Customer's or any User's use of the Services in combination with data, software, hardware, equipment, or technology not provided by Notable or authorized by Notable in writing; (iv) the Indemnity Exclusions, provided that Customer may not settle any Third-Party Claim against Notable unless Notable consents to such settlement, and further provided that Notable will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

10.3. Sole Remedy. THIS SECTION 10 SETS FORTH CUSTOMER'S SOLE REMEDIES AND NOTABLE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL NOTABLE'S LIABILITY UNDER THIS SECTION 10 EXCEED \$1,000,000.00.

10.4. Indemnification Procedure. The indemnification obligations under this Section 10 are contingent on (a) the indemnified parties promptly notifying the indemnifying Party in writing of any such Third-Party Claims; (b) the indemnified parties providing reasonable cooperation to the indemnifying Party, at the indemnifying Party's expense, in the defense and settlement of such Third-Party Claims; and (c) the indemnifying Party having sole authority to defend or settle such Third-Party Claims.

11. LIMITATIONS OF LIABILITY.

11.1. Limitation to Direct Damages. NOTWITHSTANDING THE PARTIES' RESPECTIVE OBLIGATIONS UNDER SECTION 9 (REPRESENTATIONS AND WARRANTIES; DISCLAIMER), SECTION 10 (INDEMNIFICATION), AND SECTION 14.2 (NONSOLICITATION), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND OR NATURE WHATSOEVER, DAMAGES FOR LOST PROFITS, LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, LOSS OF REVENUES, LOST SAVINGS, LOSS OF GOODWILL, REPUTATIONAL DAMAGE, LOSS OF DATA OR INTERRUPTION OR CORRUPTION OF DATA, SERVICE INTERRUPTION, COMPUTER DAMAGE, OR THE COSTS OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11.2. Cap On Monetary Liability. IN ANY EVENT, THE COLLECTIVE AGGREGATE LIABILITY OF NOTABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BUT NOT LIMITED TO THE USE AND RESTRICTIONS OF SECTION 2.2 HEREOF, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATIONS OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT PAID TO NOTABLE BY CUSTOMER UNDER THIS AGREEMENT. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

11.3. Limit on Liability for Customer-Created Flows. Sections 11.1 (Limitation to Direct Damages) and 11.2 (Cap On Monetary Liability) notwithstanding, Notable shall have no liability for any Customer Flows or Customer's use thereof, including, without limitation, due to improper Customer Flow configuration, any third-party charges (e.g. data connection/usage fees, etc.) incurred by the use of any Custom Flow, any alleged or actual infringement on rights of any third party, any reliance on Customer Flow outputs, disruption of operations, or other effects directly or proximately caused by deploying or modifying a Customer Flow.

11.4. The Parties acknowledge that the limitations and exclusions contained in this Section 11 and elsewhere in this Agreement have been the subject of negotiation between the Parties and represent the Parties' agreement based upon the perceived level of risk associated with their respective obligations under this Agreement, and the payments made hereunder. Without limiting the generality of the foregoing, the Parties acknowledge and agree that (a) the provisions hereof that limit liability, disclaim warranties or exclude consequential damages or other damages or remedies shall be severable and independent of any other provisions and shall be enforced as such, regardless of any breach hereunder, and (b) all limitations of liability, disclaimers of warranties, and exclusions of consequential damages or other damages or remedies shall remain fully valid, effective and enforceable in accordance with their respective terms, even under circumstances that cause an exclusive remedy to fail of its essential purpose.

12. TERMINATION.

12.1. Term. The initial term of this Agreement shall commence on the Effective Date of the first Order Form entered into by Customer (the "**Effective Date**") and continue until all Order Forms have expired or terminated, unless terminated earlier pursuant to the Agreement (the "**Term**").

12.2. Termination. In addition to any other express termination right set forth in this Agreement:



- (a) Notable may terminate this Agreement and any Order Form then in effect, effective on written notice to Customer, if Customer: (A) fails to pay any undisputed amount when due under any Order Form, and such failure continues more than sixty (60) days after Notable's delivery of written notice thereof; or (B) breaches any of its obligations under Section 3.4 (Usage Rules) or Section 7 (Confidential Information);
- (b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured sixty (60) days after the non-breaching Party provides the breaching Party with written notice of such breach; or
- (c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for bankruptcy or otherwise becomes subject to any proceeding under any domestic or foreign bankruptcy or insolvency law, whether voluntarily or involuntarily; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

12.3. Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement: (1) all rights, licenses, consents, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately discontinue use of the Services and, without limiting Customer's obligations under Section 7 (Confidential Information), Customer shall delete, destroy, or return all copies of the Notable IP and Notable Confidential Information and certify in writing to the Notable that the Notable IP and Notable Confidential Information has been deleted or destroyed; and (2) Notable shall immediately cease all use of any Customer Data or Customer's Confidential Information and (i) without unreasonable delay, return to Customer, or at Customer's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on Customer Data or Customer's Confidential Information; and (ii) permanently erase all Customer Data and Customer's Confidential Information from all systems Notable directly or indirectly controls, provided that, for clarity, Notable's obligations under this Section 12.3 do not apply to any Resultant Data or De-Identified Data. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

12.4. Survival. Sections 3.4 (Usage Rules), 4 (HIPAA and State Law Compliance), 6 (Fees), 7 (Confidential Information), 8 (Intellectual Property Ownership; Feedback), 9 (Representations and Warranties; Disclaimer), 10 (Indemnification), 11 (Limitations of Liability), 12 (Termination), and 14 (Miscellaneous) shall survive any termination or expiration of this Agreement, along with any other provisions intended to survive expiration or termination of this Agreement.

13. INSURANCE. At all times during the term of this Agreement, both Parties shall obtain, and maintain in full force and effect, Commercial General Liability, Workers' Compensation, Employer's Liability, Professional Liability/Errors & Omissions Liability, if appropriate, and any such other insurance coverage conforming to industry standards for the industry the Party is in (for example medical malpractice coverage) in amounts adequate to cover the Party's acts and omissions. Each Party shall provide the other with evidence of such insurance coverage at the commencement of the Agreement and thereafter upon the request.

14. MISCELLANEOUS.

14.1. Independent Contractors. The Parties are independent contractors for all purposes and at all times. Neither Party nor any of its employees performing Services shall be agents, employees, or representatives of the other Party. Nothing contained herein shall be deemed or construed to create between the Parties hereto a partnership or joint venture or employment relationship. No Party shall have the authority to act on behalf of any other Party, or to commit, bind or contract the other Party in any manner or cause whatsoever or to make any representations, guarantees, or warranties on behalf of the other Party or to use any other Party's name in any way not expressly authorized by this Agreement or expressly consented to in writing signed by the Parties. No Party shall be liable for any act, omission, representation, obligation, or debt of any other Party, even if informed of such act, omission, representation, obligation or debt. All matters of compensation and benefits and terms of employment for each Party's employees shall be solely a matter between that Party and its employees.

14.2. Non-Solicitation. During the Term and for two (2) years after, Customer shall not, and shall not assist any other Person to, directly or indirectly, recruit or solicit (other than by general advertisement not directed specifically to any Person or Persons) for employment or engagement as an independent contractor any Person then or within the prior twelve (12) months employed or engaged by Notable or any subcontractor. In the event of a violation of this Section 14.2, Notable will be entitled to liquidated damages equal to the compensation paid by Notable to the applicable employee or subcontractor during the prior twelve (12) months.

14.3. Entire Agreement. This Agreement, together with any Business Associate Agreement, the [Product Specific Terms \(link\)](#), Service Level Agreement, any other documents incorporated herein by reference and all related Exhibits and Order Forms, constitutes the sole and entire agreement of the Parties and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to the subject matter of this Agreement. In the event of any inconsistency between the documents of this Agreement, the following order of precedence governs: (i) any Additional Terms; (ii) the applicable Product Specific Terms; (iii) these Enterprise Terms; (iv) the Service Level Agreement; and (v) any Order Form. In no event will any term of this Agreement be construed to compel or allow a violation of the terms of any Business Associate Agreement between the Parties.



14.4. Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, pandemics, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

14.5. Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14.6. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.7. Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule otherwise. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted in the courts of the State of California in each case located in the city and County of San Mateo, and each Party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

14.8. Assignment. Neither Party may assign this Agreement without the prior consent of the other Party, except that either Party may assign this Agreement, with notice to the other Party, in connection with the assigning Party's merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities and such assignment is to the surviving entity which assumes all rights and liabilities hereunder. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each Party's permitted successors and assigns.

14.9. Subcontractors. Notable may use subcontractors and permit them to exercise its rights and fulfill its obligations, but Notable remains responsible for their compliance with this Agreement and for its overall performance under this Agreement.

14.10. Notice. All notices, consents or other communications required or permitted by this Agreement shall be given in writing and shall be deemed effective upon personal delivery; three (3) business days after being deposited in the United States mail; registered certified mail, postage prepaid (return receipt requested); when delivered by prepaid express or courier delivery service, or when sent by email (except for notices of breach, demands for indemnification, or other legal claims, for which delivery via email will not be sufficient), addressed to Customer at the address provided in the signature page above or addressed to Notable at the address as follows, or to such other addresses as shall be designated by notice duly given:

Zealth, Inc. DBA Notable
101 S. Ellsworth Ave, Ste 600
San Mateo, CA 94401
Attn: Legal Department
legal@notablehealth.com

14.11. Headings. Section headings hereof are for convenience and reference only and shall not affect the interpretation hereof.

14.12. Further Assurances. Upon the reasonable request and expense of the other Party, each Party hereto agrees to take all actions, including, without limitation, the execution of certificates, documents, or instruments, necessary or appropriate to give effect to the transactions contemplated by this Agreement.

14.13. No Third-Party Beneficiaries. This Agreement is entered into solely between Customer and Notable and shall not be deemed to create any rights in any third parties or to create any obligations of either Party to any third party including but not limited to any User. An Affiliate of Customer may enter into one or more Order Forms under these Enterprise Terms, provided Notable shall have the right to enforce such Order Forms against Customer and/or such Affiliate.

14.14. No Election of Remedies. Except as expressly set forth in this Agreement, the exercise by either Party of any of its remedies under this Agreement will not be deemed an election of remedies and will be without prejudice to its other remedies under this Agreement or available at law or in equity or otherwise.



14.15. Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

14.16. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 7 (Confidential Information), Section 8 (Intellectual Property Ownership; Feedback), or, in the case of Customer, Section 3.4 (Usage Rules), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

14.17. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

14.18. Mutual Drafting. Each party has participated in the drafting of this Agreement, which each party acknowledges is the result of extensive negotiations between the parties. Accordingly, the parties agree that in the event that an ambiguity, or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

14.19. Definitions.

- (a) **"Affiliate"** means any entity, individual, firm, or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with a Party hereto.
- (b) **"Additional Terms"** means any additional or modified terms to which the Parties agree and specify on an Order Form.
- (c) **"Attachments"** means any attachments, policies or documents that the Parties specify on the Signature Page.
- (d) **"Confidential Information"** means information disclosed by or on behalf of one Party (as a "Disclosing Party") to the other Party (as a "Receiving Party") under this Agreement, in any form, which (a) the Disclosing Party identifies to the Receiving Party as "confidential" or "proprietary" or (b) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure. Notable's Confidential Information includes Notable Materials and the technical or performance information about the Services, and the terms of this Agreement including pricing. Customer's Confidential Information includes Customer Data. The terms and existence of this Agreement are the Confidential Information of both Parties.
- (e) **"Customer Data"** means Patient Data, Customer's information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly, from Customer or a User by or through the Services. For the avoidance of doubt, Customer Data does not include PHI from Exchanges, Resultant Data, or De-Identified Data.
- (f) **"Customer Systems"** means the Customer's information technology infrastructure, including without limitation, computers, mobile devices, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services.
- (g) **"Documentation"** means Notable's current user manuals, handbooks, and guides relating to the Services which are provided by Notable to Customer in any form or medium, including any end user documentation relating to the Services.
- (h) **"Harmful Code"** means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any User from accessing or using the Services or Notable Systems as intended by this Agreement.
- (i) **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- (j) **"Notable IP"** means the Notable Materials and the Intellectual Property Rights therein, and any and all intellectual property provided to Customer or any User in connection with the foregoing. For the avoidance of doubt, Notable IP includes De-identified Data and any information, data, or other content derived from Notable's monitoring of Customer's access to or use of the Services but does not include Customer Data that is not anonymized.
- (k) **"Notable Materials"** means the Services, Specifications, Documentation, De-identified Data, Resultant Data, and Notable Systems, Customer Flows, and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Notable or any subcontractor in connection with the Services or otherwise comprise or relate to the Services or Notable Systems.
- (l) **"Notable Systems"** means the information technology infrastructure used by or on behalf of Notable in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Notable or through the use of third-party services.
- (m) **"Law"** means any applicable statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator,



court, or tribunal of competent jurisdiction.

- (n) **"Order Form"** or **"Statement of Work"** means an ordering document executed by the Parties under this Agreement, including without limitation statements of work.
- (o) **"Patient Data"** means all personal health information (PHI), personally identifiable information (PII), and identifying content that is submitted, posted, or otherwise transmitted by or on behalf of Customer, its Affiliates, or their patients or Users through the Services.
- (p) **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- (q) **"Process"** means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information, or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or block, erase, or destroy. **"Processing"** and **"Processed"** have correlative meanings.
- (r) **"Professional Services"** means training, migration or other professional services that Notable furnishes to Customer related to the Services.
- (s) **"Product Specific Terms"** means the [Product Specific Terms \(link\)](#).
- (t) **"Resultant Data"** means data and information related to Customer's use of the Services that is used by Notable in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services. Resultant Data does not include Customer Data, Patient Data, or De-Identified Data.
- (u) **"Service Level Agreement"** means the [Service Level Agreement \(link\)](#).
- (v) **"Specifications"** means the specifications for the Services set forth in the applicable Order Form.
- (w) **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment or components of or relating to the Services that are not proprietary to Notable.
- (x) **"User"** means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder. Individuals accessing the publicly available portal shall be Users solely with respect to such access of the publicly available portal.

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