

Please read the Terms of Service carefully before you (the “User”) start to use <http://www.narrativedx.com>. By using, accessing, or viewing the Websites of NarrativeDx, Inc. and its Affiliates (“NarrativeDx”, “we” or “us”), including any content, functionality, and services offered on or through <http://www.narrativedx.com>, whether as a guest or registered user, the following terms and conditions (“Terms of Service”) apply. By using the Website you accept and agree to abide by and be bound by the conditions and terms set forth in these Terms of Service. If you do not want to agree to these Terms of Service, you must exit the Website.

SCOPE OF AGREEMENT

These Terms of Service may be changed periodically at the sole discretion of NarrativeDx. Users will be bound by the version of this agreement posted at <http://www.narrativedx.com> or other Sites. Users are expected to check the Terms of Service periodically to take notice of the changes to the Terms of Service to which they are bound. Your continued use of the Website following the posting of revised Terms of Service means that you accept and agree to the changes. Questions may be sent to operations@narrativedx.com.

LICENSE & WEB SITE ACCESS

NarrativeDx hereby grants you, the User, a license to use, access, and view the Website, and Internet material. This license is personal, non-exclusive, non-transferable, and revocable at the sole discretion of NarrativeDx with or without cause. You may not assign or sublicense this license to another party.

The Website contains both public and restricted domains; NarrativeDx’s authorization to view any portion of the Website provides Users no grounds for access to other portions of the Website. User access to Website content is at the complete discretion of NarrativeDx. Restricted areas of the Website require account creation and subsequent User login. Users are responsible for maintaining the confidentiality of their User account information, including username and password. Users are solely responsible to NarrativeDx for all activities that occur under their account and agree to immediately notify NarrativeDx of any unauthorized use of your username, password, or any other breach of security. We reserve the right to disable any username or password, whether chosen by you or provided by us, at any time, for any or no reason, including, if in our opinion, you have failed to comply with any provision of these Terms of Service. We reserve the right to view, monitor, and record activity on this site without notice or permission from you.

We may disclose any records, electronic communications, information, materials, or other content of any kind for the following reasons:

- If we believe in good faith that the law or legal process requires it;
- If such disclosure is necessary or appropriate to operate this Site; or
- To protect our rights or property or the rights or property of our Users and business partners.

Information may be stored, produced, or copied in reasonable quantities for appropriate periods of time for valid business purposes. Users who store, produce or copy information are individually and completely responsible for any misuse, misappropriation, or improper disclosure of that information.

PROHIBITED USES

YOU MAY NOT USE THIS WEBSITE FOR ANY ILLEGAL PURPOSE. You may only use this Website for lawful purposes and in accordance with these Terms of Service. You agree not to use this site for:

- Violating any applicable federal, state, local, and international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries);
- Selling, distributing, or any form of commercial exploitation of content gathered from any of the websites;
- Data analysis beyond the scope of the contractual relationship between you and NarrativeDx, including, but not limited to: data mining, extraction tools, web bots, web crawlers, or other extraction or automated data gathering;
- Decompiling and/or recompiling data;
- Selling, renting, leasing, lending, or transferring any services or content provided on this site;
- Disrupting this site by any form from its primary purpose;
- Introducing any virus, Trojan horse, worm, logic bomb, or any other material which is malicious or technologically harmful;
- Methodical attempts to access restricted content; or
- Accessing the Websites for anything other their primary purposes.

LINKS TO THIRD PARTY WEBSITES

The NarrativeDx Website, and affiliate Websites, may contain links to websites and domains outside of the control of NarrativeDx (“Third Party Websites”); these links are provided for your convenience only. NarrativeDx is neither responsible for the content or resources of Third Party Websites, nor any harm arising therefrom. Users who access any of the Third Party Websites linked to this Website do so entirely at their own risk and are subject to the terms and conditions of use for such Third Party Websites.

NarrativeDx disclaims any duty to monitor or maintain the links. NarrativeDx’s inclusion of a link on its Website shall not, and must not be construed as an endorsement of that website or any affiliated product. NarrativeDx makes no representations or warranties of any kind, either expressed or implied, as to the reliability or completeness of any information contained on Third Party Websites.

DISCLAIMER & WARRANTY

NarrativeDx expressly disclaims any and all representations and warranties. Users are to infer no warranties or representations from NarrativeDx. The information provided on the Website is strictly presented “as is” for the User with the individual User solely and completely responsible for use of its content. Further, NarrativeDx expressly disclaims warranties of accuracy, completeness, non-infringement, Website availability, and suitability for all content found on any and all Websites. NarrativeDx is not responsible for any content, associated express or implied representations or warranties, or any Third Party Website linked from the NarrativeDx Website.

PRIVACY POLICY

NarrativeDx respects the privacy of all patrons who use our Websites. Our Privacy Policy reflects our intent to protect the private information of all Users of our Websites. The Privacy Policy should be read together with these Terms of Service as it will form the basis for your use of NarrativeDx’s Websites. By accessing and using this Website you will be deemed to have read and accepted the terms and conditions, together with the practices set out in this privacy statement.

The information we collect from you may include personal data. We will only collect and process such information as is appropriate and necessary according to the type of services you wish to establish with us. To the extent that the information you provide to us includes personal data, you agree to NarrativeDx processing all such personal data

for the purposes of providing requested services. Except to the extent required by law, we will not sell, lease, or release your name, address, telephone number, email address, or other personal data without your consent. NarrativeDx does not contribute to or participate in cooperative databases, which give other companies access to such personal information.

To provide a secure environment that is protected from unauthorized third-party access, alteration, theft, or misuse NarrativeDx uses industry-standard technology including encryption and firewalls to protect personal information gathered online. To enable us to provide a secure environment, NarrativeDx may use personal information internally to diagnose problems or to contact you if necessary.

NarrativeDx's corporate Website (<http://www.narrativedx.com>) collects and stores only personal information that clients and visitors knowingly provide.

INTELLECTUAL PROPERTY PROTECTION

NarrativeDx is a knowledge-based company and will protect its intellectual property to the fullest extent possible under the law. NarrativeDx expressly reserves all protections for its proprietary material including copyright, trademark, trade dress, patent, and trade secrets. Any violation, infringement, or misappropriation of NarrativeDx intellectual property should be immediately reported to operations@narrativedx.com, engineering@narrativedx.com, or to your NarrativeDx representative.

All content on this Website and affiliated Websites, are owned by NarrativeDx and are protected by U.S. and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. This includes, but is not limited to all software, compilations of content, search functions, photographs, graphics, logos, text, buttons, page layouts, audio, and video. You are permitted to use the Website for legitimate business purposes related to your role as a current or prospective customer, supplier, or distributor of NarrativeDx. You must not copy, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Site.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to operations@narrativedx.com. If you print, copy, modify, download, or otherwise use any part of the Website in breach of the Terms of Service, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. Any use of

NarrativeDx intellectual property inconsistent with this agreement requires prior written consent by NarrativeDx. Violations, infringements, and misappropriations of NarrativeDx intellectual property will be prosecuted to the fullest extent of the law.

RECOMMENDED CLIENT COMPUTER STANDARDS

In order to guarantee optimal online system performance, NarrativeDx recommends that clients utilize the following:

Internet Connection Requirements:

- High-speed internet connection
- Ability to access NarrativeDx domain(s) through a firewall

Supported Browsers:

- Google Chrome latest version (Recommended)
- Microsoft Internet Explorer 11 (Windows OS)
- Mozilla Firefox latest version

Additional Software Requirements:

- Allowing cookies is required
- Pop-up blockers must be disabled for narrativedx.com
- 1024 x 768 screen resolution or higher

CONTRACTUALLY RELATED PARTIES

A Contractually Related Party, is one that has pre-existing and independent business relationship with NarrativeDx, those parties will be referred to collectively as “Client” regardless of the technical structure of the contractual agreement. Nothing within these Terms of Service should be construed as to be in conflict with other contractual arrangements; these Terms of Service shall govern any conflict between contractual obligations.

Client specific reports and data analyses created by NarrativeDx for Client resulting from a contract will be the exclusive property of Client when and where it is obtained from Client through a secure login and clearly designated for that Client. NarrativeDx maintains ownership of the “NarrativeDx Knowledge Base”. The “NarrativeDx Knowledge Base” means NarrativeDx’s questions, methodologies and protocols, comparative and benchmark databases, software, and any related documentation

generated by NarrativeDx, including all survey scores. NarrativeDx understands that Client will allow NarrativeDx limited access to certain survey respondent information, which is the sole property of Client. Data which has been stripped of identifying indicators, as specified by the Health Insurance Portability and Accountability Act of 1996, and incorporated into NarrativeDx's comparative or benchmark databases shall cease to be Client information and shall become part of the NarrativeDx Knowledge Base. NarrativeDx owns the NarrativeDx Knowledge Base and grants to Client a non-exclusive, non-transferable license to use the NarrativeDx Knowledge Base for purposes of the agreed upon relationship between Client and NarrativeDx.

Client may use Data Files provided by NarrativeDx for internal purposes only and not for the benefit of any third person or entity, unless contractually authorized. Client may only share, disclose, or transmit the Data Files to a person who is an employee of their organization or has a contractual relationship with their organization within the context of further analysis of their own performance. The data and information may not be used in a manner that combines any of the information in the Data Files with other information to generate benchmarks. Data Files may not be shared with other organizations that provide satisfaction/experience/engagement measurement reporting tools, services, or other activities similar to that of NarrativeDx.

Client shall receive all necessary and proper consents to conduct patient satisfaction surveys, informational surveys, and any other surveys related to the contractual relationship.

GOVERNING LAW & JURISDICTION

These Terms of Service and any dispute or claim arising from them will be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision. United States federal law will apply where and when applicable. Nothing in this contract shall be construed to permit or require conduct contrary to the domestic laws of any nation for the actual use of the Website in that nation.

Any legal suit, action, or proceeding arising out of these Terms of Service or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware, although NarrativeDx retains the right to bring any suit, action, or proceeding against you for breach of these Terms of Service in your country of residence or any other relevant country. You agree to waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

WAIVER

No waiver of these Terms of Service by NarrativeDx shall be effective as to any other breach. Failure to prosecute a claim of breach for one action does not constitute waiver of that breach, and may be brought at a latter point in time or in conjunction with a subsequent breach.

SERVICE ASSURANCE

1. NarrativeDx Hours of Operations: Monday – Friday, 9:00 am – 5:00 pm during Central Standard Time.
2. NarrativeDx Holidays. NarrativeDx recognizes all [Federal, U.S. holidays](#) and all offices are closed on these days or their days of observance. NarrativeDx services may also be impacted by federal closures, such as federal holidays, federal shutdown, states of emergency, severe weather, or natural disaster.
3. Other Closures. There may be occasions where NarrativeDx closes all offices, such as for a corporate meeting or a day of community service.

SEVERABILITY

If any provision of these Terms of Service is held by a court of competent jurisdiction to be invalid, in conflict with any other binding legal agreement between the parties, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

NOTICE

This Website is operated by NarrativeDx, Inc. 1914 East 6th Street #6397, Austin, TX 78762. Any notices required under these Terms of Service should be sent to: NarrativeDx, Inc., Attn: Legal Affairs 1914 East 6th Street #6397, Austin, TX 78762

For technical support requests, please email engineering@narrativedx.com

All other feedback, comments, and other communications relating to the Website should be directed to: operations@narrativedx.com

