

Please read the new Section 4 (concerning the Noah Mobile service) before accepting, as it contains the terms for your use of our new service

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4. NOAH MOBILE

Noah Mobile is a functionality in the Software, which allows applications (apps) from HIMSA and HIMSA member companies to access and process data contained in your Noah Database.

This section 4 of the License contains some specific regulations for the Noah Mobile feature. The other regulations in this License apply to Noah Mobile as well as the regulations in this section.

When installing or upgrading the Software the Noah Mobile feature is disabled.

If you want to use the Noah Mobile feature you need to enable the feature in the Noah Mobile set-up dialog. If you no longer want to use Noah Mobile, you can disable it again.

Unless you change the settings, the access to data will be limited as described in the set-up dialog for Noah Mobile.

Before you use the Noah Mobile feature you need to enter into an agreement with the app provider(s) (HIMSA or a HIMSA member company).

HIMSA does not assume any responsibility for the functionality of any member company apps.

HIMSA only provides an API allowing the member company app's to be programmed so that they can use the Noah Mobile Cloud Service and thereby access your Noah Database when and if Noah Mobile is enabled and you have granted the app access.

If a Noah Mobile app is accessing a Noah database over the internet, patient data is processed through the Noah Mobile Cloud Service.

If accessed over a local area network no patient data is exchanged through the Noah Mobile Cloud, only technical information about the Noah Server and Noah Mobile app is exchanged in the Noah Mobile Cloud.

The Noah Mobile Cloud Service is a service included in your license fee. The only functions of the Noah Mobile Cloud Service are to validate and grant user access from the app to the Noah Database, to ensure the app access has been granted by the Noah server, and to ensure secure exchange of data between the app and the Noah database. No data is permanently stored in the Noah Mobile Cloud.

The Noah Mobile Cloud Service is hosted on a verified it-platform. The current hosting partner can be found in the white paper on Noah Mobile where you also in more detail can read about the security setup.

HIMSA will use reasonable effort to ensure that the Noah Mobile Cloud Service is up and running year round. However, you accept that HIMSA does not guarantee any particular uptime or accessibility.

We strongly recommend that you keep strong security and access control on the devices where a member company app is installed.

5. GATHERING OF INFORMATION

You are aware and accept that the Software is equipped with third party components and components belonging to HIMSA that enable the Software to gather information and report this information back to HIMSA.

The information gathered is information about the configuration of your IT installation including, but not limited to, the configuration of the computers on which the software is installed, the use of the software and the location of the computer/the software. The information gathered also includes information about the use of Noah.

HIMSA will **not** gather any patient-related data as part of the information gathering process.

HIMSA will use the information gathered in order to improve the Software and to ensure that only copies of the software with a duly valid license are in use. HIMSA may also use the gathered information in accordance with its Privacy Policy.

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- b) update and amend the Software in accordance with the general demands of the users.

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