

Terms of Service

LAST UPDATED MAY 10th, 2018

PLEASE READ THESE TERMS OF SERVICE (“**TERMS OF SERVICE**”) CAREFULLY.

THESE TERMS OF SERVICE ARE A LEGAL AGREEMENT BETWEEN YOU (“**YOU**“, “**USER**“) AND COGNOA, INC. (“**COMPANY**“, “**WE**“) CONCERNING YOUR USE OF OUR WEB-SERVICES AND MOBILE APPLICATION (COLLECTIVELY REFERRED TO AS THE “**APPLICATION**”). BY USING THE APPLICATION, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH THE COMPANY, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS OF SERVICE PERSONALLY. **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF SERVICE, YOU MAY NOT ACCESS OR USE THE APPLICATION.**

THESE TERMS OF SERVICE REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

Your use of, and participation in, certain services may be subject to additional terms (“**Supplemental Terms**”) and such Supplemental Terms will either be listed in these Terms of Service or will be presented to you for your acceptance when you sign up to use the supplemental service. If these Terms of Service are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such service. These Terms of Service and any applicable Supplemental Terms are referred to herein as the “**Terms.**”

The Application enables caregivers to assess and monitor the cognitive development of their children. We know you are concerned about your privacy, so we have also developed a privacy policy (“**Privacy Policy**”) located at <https://www.cognoa.com/privacy> to explain how we collect, use, and disclose information from and/or about you when you use the Application. The Privacy Policy is incorporated into and made a part of these Terms of Service.

PLEASE NOTE THAT THE TERMS ARE SUBJECT TO CHANGE BY THE COMPANY IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, the Company will make a new copy of these Terms of Service available at the Application and within the Application and any new Supplemental Terms will be made available from within, or through, the affected service on the Application or within the Application. We will also update the “Last Updated” date at the top of these Terms of Service. If we make any material changes, and you have registered with us to create an Account (as defined in Section 2.a below), to use the services, we will also send an e-mail to you at the last e-mail address you provided to us pursuant to the Terms. Any changes to the Terms will be effective immediately upon posting to the Application and apply to use of the Application after that date. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Application. Your continued use of the Application after receipt of notice of changes to the Terms constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE APPLICATION TO VIEW THE THEN-CURRENT TERMS.

1. Use of the Application and Company Properties. The Application and the information and content available on the Application (as these terms are defined below) (collectively, the “**Company Properties**”) are protected by copyright laws throughout the world. Subject to the Terms, the Company grants you a limited license to reproduce portions of the Company Properties for the sole purpose of using the Application for your personal purposes. Unless otherwise specified by the Company in a separate license, your right to use any Company Properties is subject to the Terms.

a. Application License. Subject to your compliance with the Terms, Company grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the Application on a single mobile device or computer that you own or control and to run such copy of the Application solely for your own personal purposes. Furthermore, with respect to any Application accessed through or downloaded from the Apple App Store (an “**App Store Sourced Application**”), you will only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple’s proprietary operating system) and (ii) as permitted by the “Usage Rules” set forth in the Apple App Store Terms of Service.

b. Updates. You understand that the Company Properties are evolving. As a result, the Company may require you to accept updates to the Company Properties that you have installed on your mobile device. You acknowledge and agree that the Company may update the Company Properties with or without notifying you. You may need to update third-party software from time to time in order to receive the Application or use the Company Properties.

c. Certain Restrictions. The rights granted to you in the Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Company Properties or any portion of the Application,

including the Application, (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other Company Properties (including images, text, page layout or form) of the Company; (c) you shall not use any metatags or other “hidden text” using the Company’s name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Company Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Application (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Application for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) access the Company Properties in order to build a similar or competitive application or service; (g) except as expressly stated herein, no part of the Company Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Company Properties. Any future release, update or other addition to the Company Properties shall be subject to the Terms. The Company, its suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of the Company Properties terminates the licenses granted by the Company pursuant to the Terms.

d. Third-Party Materials. As a part of the Company Properties, you may have access to materials that are hosted by another party. You agree that it is impossible for the Company to monitor such materials and that you access these materials at your own risk.

2. Registration.

a. Registering your Account. In order to access certain features of the Company Properties you may be required to become a Registered User. For purposes of the Terms, a “**Registered User**” is a User who has registered an account on the Application as either a caregiver or a recipient (each, an “**Account**”).

b. Registration Data. In registering for the Application, you agree to (1) provide true, accurate, current and complete information about yourself as prompted by the Application registration form (the “**Registration Data**”); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (1) at least eighteen (18) years old; (2) of legal age to form a binding contract; (3) not a person barred from using the Company Properties under the laws of the United States, your place of residence or any other applicable jurisdiction, and (4) you are the natural parent or lawfully appointed guardian of each child whose information you provide to the Company, you have the right to provide such information to the Company under the Terms, and you are registering for and using the Application in good faith for the purpose of better understanding your child’s cognitive development. You are responsible for all activities that occur under your Account. You agree that you shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of the Company Properties by minors. You may not share your Account or password with anyone, and you agree to (1) notify Company immediately of any unauthorized use of your password or any other breach of security; and (2) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Company has the right to suspend or terminate your Account and refuse any and all current or future use of the Company Properties (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account at any given time. The Company reserves the right to remove or

reclaim any usernames at any time and for any reason, including but not limited to, claims by a third-party that a username violates the third-party's rights. You agree not to create an Account or use the Company Properties if you have been previously removed by the Company, or if you have been previously banned from any of the Company Properties.

c. Necessary Equipment and Software. You must provide all equipment and software necessary to connect to the Company Properties, including but not limited to, a mobile device that is suitable to connect with and use the Company Properties. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Company Properties.

3. Responsibility for Content

a. Types of Content. You acknowledge that all Content, including the Company Properties, is the sole responsibility of the party from whom such Content originated. This means that you, and not Company, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available ("**Make Available**") through the Company Properties ("**Your Content**"), and other Users of the Company Properties, and not the Company, are similarly responsible for all Content they Make Available through the Company Properties ("**User Content**").

b. No Obligation to Pre-Screen Content. You acknowledge that the Company has no obligation to pre-screen Content (including, but not limited to, Your Content and User Content), although the Company reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Terms, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that no method of transmission over the Internet or method of electronic

storage is 100% secure, including without limitation chat, text, video, or voice communications. In the event that the Company pre-screens, refuses or removes any Content, you acknowledge that the Company will do so for the Company's benefit, not yours. Without limiting the foregoing, the Company shall have the right to remove any Content that violates the Terms or is otherwise objectionable.

c. Storage. Except as provided for in the Application and agreed to by the Company, the Company has no obligation to store any of Your Content that you Make Available on the Company Properties. The Company has no responsibility or liability for the deletion or accuracy of any Content, including Your Content; the failure to store, transmit or receive transmission of Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of the Company Properties. Certain services may enable you to specify the level at which such services restrict access to Your Content. You are solely responsible for applying the appropriate level of access to Your Content. You agree that the Company retains the right to create reasonable limits on the Company's use and storage of the Content, including Your Content, such as limits on file size, storage space, processing capacity, and similar limits described in the Application and as otherwise determined by the Company in its sole discretion.

d. Forums and Blogs. Company posts on Application forums and blogs are for informational purposes and are not intended to substitute for a doctor-patient or other healthcare professional-patient relationship nor do they constitute medical or healthcare advice of any kind. Any information in these posts should not be acted upon without consideration of primary source material and professional input from the healthcare or other professionals of the User or the User's children. Posts on Application forums and blogs are the opinion of and provided solely by the author, and are independent of the Company, and the Company does not endorse or verify the accuracy of such posts.

4. Ownership.

a. Company Properties. Except with respect to Your Content and User Content, you agree that the Company and its suppliers own all rights, title and interest in the Company Properties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Application or the Company Properties.

b. Trademarks and other related graphics, logos, service marks and trade names used on or in connection with the Company Properties are the trademarks of the Company and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the Company Properties are the property of their respective owners.

c. Other Content. Except with respect to Your Content, you agree that you have no right or title in or to any Content that appears on or in the Company Properties.

d. Your Content. When you as a User post or publish User Content on or in the Company Properties, you represent that you own and/or hold all necessary releases concerning the contents of your User Content. With respect to your User Content, you grant the Company and its licensees, assignees and designees an irrevocable, assignable, fully sub-licensable, perpetual, world-wide, royalty-free, non-exclusive license, in Company's sole discretion, to use, distribute, reproduce, modify, combine, adapt, and publish your User Content (in whole or in part) in Company's discretion, on the Application in connection with providing the Application to you; provided, however, that your User Content will only be used in a manner consistent with

our [Privacy Policy](#). You warrant that the holder of any intellectual property right, including moral rights, in your User Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not the Company, are responsible for all of your User Content on or in the Company Properties.

e. Username Notwithstanding anything contained herein to the contrary, by submitting Your Content to any forums, blogs, comments or any other area on or in the Company Properties that is intended to be public, you hereby expressly permit the Company to identify you by your username (which may be a pseudonym) as the contributor of Your Content that you submit for such public portions of the Company Properties, and you expressly permit the Company to republish in whole or in part your public submissions with your username in any publication or other material and in any form, media or technology now known or later developed.

f. Your Account. Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account itself (rights to Your Content remain your own), and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of the Company.

g. Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to the Company through its suggestion, feedback, wiki, forum or similar pages (“**Feedback**”) is at your own risk and that the Company has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to the Company a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and

otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Company Properties.

5. User Conduct. As a condition of use, you agree not to use the Company Properties for any purpose that is prohibited by the Terms or by applicable law. You shall not (and shall not permit any third-party) either (a) to take any action or (b) Make Available any Content on or through the Company Properties that: (i) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity; (ii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; (iii) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (iv) involves commercial activities and/or sales without the Company's prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes; (v) impersonates any person or entity, including any employee or representative of the Company; (vi) interferes with or attempts to interfere with the proper functioning of the Company Properties or uses the Company Properties in any way not expressly permitted by the Terms; or (vii) to attempt or engage in, any potentially harmful acts that are directed against the Company Properties, including but not limited to violating or attempting to violate any security features of the Company Properties, using manual or automated software or other means to access, "scrape," "crawl" or "spider" any pages contained in the Company Properties, introducing viruses, worms, or similar harmful code into the Company Properties, or interfering or attempting to interfere with use of the Company Properties by any other user, host or network, including by means of overloading, "flooding," "spamming," "mail bombing", or "crashing" the Company Properties.

6. Investigations. The Company may, but is not obligated to, monitor or review the Company Properties and Content at any time. Without limiting the foregoing, the Company shall have the right, in its sole discretion, to remove any of Your Content for any reason (or no reason), including if such

Content violates the Terms or any applicable law. Although the Company does not generally monitor user activity occurring in connection with the Company Properties, if the Company becomes aware of any possible violations by you of any provision of the Terms, the Company reserves the right to investigate such violations, and the Company may, at its sole discretion, immediately terminate your license to use the Company Properties, or change, alter or remove Your Content, in whole or in part, without prior notice to you.

7. Interactions with Other Users.

a. User Responsibility. You are solely responsible for your interactions with other Users of the Application and any other parties with whom you interact through the Application; provided, however, that the Company reserves the right, but has no obligation, to intercede in such disputes. You agree that the Company will not be responsible for any liabilities incurred as the result of such interaction.

b. Content Provided by Other Users. The Company Properties may contain User Content provided by other Users. The Company is not responsible for and does not control User Content. The Company has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to User Content. You use all User Content and interact with other Users at your own risk.

8. Third-Party Services.

a. Third-Party Websites & Ads. The Company Properties may contain links to third-party websites (“**Third-Party Websites**”) and advertisements for third parties (collectively, “**Third-Party Websites & Ads**”). When you click on a link to a Third-Party Website or Ad, we will not warn you that you have left the Company Properties and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites are not under the control of the Company. The Company is not responsible for any Third-Party Websites & Ads. The Company provides these Third-Party Websites & Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites & Ads, or their products or services. You use all links in Third-Party Websites & Ads at your own risk. When you leave the Website, our Terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third-party.

b. App Stores. You acknowledge and agree that the availability of the Application is dependent on the third-party from which you received the Application license, e.g., the Apple iPhone or Android app stores (“**App Store**”). You acknowledge that the Terms are between you and the Company and not with the App Store. The Company, not the App Store, is solely responsible for the Company Properties, including the Application, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g. product liability, legal compliance, or intellectual property infringement). In order to use the Application, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Company Properties, including the Application. You agree to comply with, and your license to use the Application is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store’s terms and policies) when using the Company Properties, including the Application. You

acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of the Terms and will have the right to enforce them.

9. Indemnification. You agree to indemnify and hold the Company, its parents, subsidiaries, affiliates, officers, directors, employees, agents, partners and licensors (collectively the **“Company Parties”**) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of: (a) Your Content; (b) your use of, or inability to use, the Company Properties; (c) your violation of the Terms; (d) your violation of any rights of another party, including any User; or (e) your violation of any applicable laws, rules or regulations. The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defenses. You agree that the provisions in this section will survive any termination of your Account, the Terms, or your access to the Company Properties.

10. Disclaimer of Warranties.

a. As Is. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE COMPANY PROPERTIES IS AT YOUR SOLE RISK, AND THE COMPANY PROPERTIES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. THE COMPANY PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

- i. THE COMPANY PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE COMPANY PROPERTIES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE COMPANY PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE COMPANY PROPERTIES WILL BE ACCURATE OR RELIABLE; OR (4) ANY ERRORS IN THE COMPANY PROPERTIES WILL BE CORRECTED.
- ii. ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE COMPANY PROPERTIES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR PERSON, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE COMPANY PROPERTIES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.
- iii. THE APPLICATION MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. THE COMPANY MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO APPLICATION, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.
- iv. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE COMPANY OR THROUGH THE COMPANY PROPERTIES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

v. FROM TIME TO TIME, THE COMPANY MAY OFFER NEW “BETA” FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT COMPANY’S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

b. No Liability for Conduct of Third Parties. YOU ACKNOWLEDGE AND AGREE THAT THE COMPANY PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE COMPANY PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

c. No Liability for Conduct of Other Users. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE COMPANY PROPERTIES. YOU UNDERSTAND THAT THE COMPANY DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE COMPANY PROPERTIES.

d. Decision Support Tool Only. THE COMPANY PROPERTIES AND RELATED CONTENT ARE INTENDED FOR REFERENCE AND DECISION SUPPORT PURPOSES ONLY. THE COMPANY PROPERTIES AND RELATED CONTENT ARE NOT TO BE USED DIRECTLY FOR DIAGNOSIS, TREATMENT OR THERAPEUTIC DECISION-MAKING, AND UNDER NO CIRCUMSTANCES REPRESENT COMPANY RECOMMENDATIONS OR THE

PRACTICE OF MEDICINE OR ANY OTHER LICENSED HEALTHCARE OR THERAPY SERVICES. YOU ACKNOWLEDGE AND AGREE THAT THE COMPANY PROPERTIES AND RELATED CONTENT ARE NOT INTENDED TO BE STATEMENTS OF FACT OR TRUTH. COMPANY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE LITERATURE AND DATABASES UNDERLYING THE COMPANY PROPERTIES NOR FOR THE OPINIONS AND RECOMMENDATIONS OF AUTHORS OF CURATED LITERATURE AND DATABASES UPON WHICH THE COMPANY PROPERTIES MAY BE BASED. YOU ALSO ACKNOWLEDGE AND AGREE THAT THE COMPANY PROPERTIES AND RELATED CONTENT ARE NOT INTENDED TO BE MEDICAL ADVICE OR INSTRUCTIONS FOR MEDICAL DIAGNOSIS, TREATMENT OR CARE OF PERSONS, AND NO PHYSICIAN-PATIENT RELATIONSHIP IS, OR IS INTENDED TO BE, CREATED BY CONTENT PROVIDED THROUGH THE COMPANY PROPERTIES. NEITHER THE COMPANY PROPERTIES NOR THE CONTENT IS A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, EXAMINATION, DIAGNOSIS OR TREATMENT AND SHOULD NOT BE USED TO DIAGNOSE, TREAT, CURE, OR PREVENT DISEASE WITHOUT SUPERVISION OF A DOCTOR OR QUALIFIED HEALTHCARE PROVIDER. DO NOT IGNORE OR DELAY OBTAINING PROFESSIONAL MEDICAL ADVICE BECAUSE OF INFORMATION ACCESSED THROUGH THE COMPANY PROPERTIES. CALL 911 OR YOUR DOCTOR FOR ALL MEDICAL EMERGENCIES.

11. Limitation of Liability.

a. Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE COMPANY PROPERTIES, INCLUDING, WITHOUT

LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE TERMS, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE COMPANY PROPERTIES, ON ANY THEORY OF LIABILITY, RESULTING FROM: (1) THE USE OR INABILITY TO USE THE COMPANY PROPERTIES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE COMPANY PROPERTIES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD-PARTY ON COMPANY PROPERTIES; OR (5) ANY OTHER MATTER RELATED TO THE COMPANY PROPERTIES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

b. Cap on Liability. UNDER NO CIRCUMSTANCES WILL THE COMPANY PARTIES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT RECEIVED BY THE COMPANY AS A RESULT OF YOUR USE OF THE COMPANY PROPERTIES IN THE SUBSCRIPTION PERIOD DURING WHICH YOU FIRST ASSERT CLAIM. IF YOU HAVE NOT PAID COMPANY ANY AMOUNTS IN THE SUBSCRIPTION PERIOD DURING WHICH YOU FIRST ASSERT ANY SUCH CLAIM, THE COMPANY'S SOLE AND EXCLUSIVE LIABILITY SHALL BE LIMITED ONE HUNDRED DOLLARS (\$100).

c. User Content. THE COMPANY PARTIES ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT AND USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

d. Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE COMPANY AND YOU.

12. Procedure for Making Claims of Copyright Infringement. It is the Company's policy to terminate membership privileges of any User who repeatedly infringes copyright upon prompt notification to the Company by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Company Properties in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on the Company Properties of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for the Company's Copyright Agent for notice of claims of copyright infringement is as follows: Cognoa, Inc., care of Wilson Sonsini Goodrich & Rosati, P.C., 650 Page Mill Road, Palo Alto, CA 94304-1050.

13. Term and Termination.

a. Term. The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use the Company Properties, unless terminated earlier in accordance with the Terms.

b. Prior Use. Notwithstanding the foregoing, if you used the Company Properties prior to the date you accepted the Terms, you hereby acknowledge and agree that the Terms commenced on the date you first used the Company Properties (whichever is earlier) and will remain in full force and effect while you use the Company Properties, unless earlier terminated in accordance with the Terms.

c. Termination of Services by Company. If timely payment cannot be charged to your Payment Provider for any reason, if you have materially breached any provision of the Terms, or if the Company is required to do so by law (e.g., where the provision of the Application is, or becomes, unlawful), the Company has the right to suspend or terminate any the Application provided to you. You agree that all terminations for cause shall be made in the Company's sole discretion and that the Company shall not be liable to you or any third-party for any termination of your Account.

d. Termination of Application by You. If you want to terminate the Application provided by the Company, you may do so by (a) notifying the Company at any time and (b) closing your Account for all of the services that you use and deleting the Application from your device. Your notice should be sent, in writing, to the Company's address set forth below.

e. Effect of Termination. Termination of any the Application includes removal of access to such Application and barring of further use of the Application. Termination also includes deletion of your password and may include all related information, files and Content associated with or inside your Account (or any part thereof), including Your Content. De-identified data may be retained by the Company after termination. You understand that any termination of the Application may involve deletion of Your Content associated therewith from our live databases. The Company will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of the Terms which by their nature should survive, shall survive termination of the Application, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

14. Remedies.

a. Violations. If the Company becomes aware of any possible violations by you of the Terms, the Company reserves the right to investigate such violations. If, as a result of the investigation, the Company believes that illegal activity has occurred, the Company reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. The Company is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Company Properties, including Your Content, in the Company's possession in connection with your use of the Company Properties, to (1) comply with applicable laws, legal process or governmental request; (2) enforce the Terms; (3) respond to any claims that Your Content violates the rights of third parties; (4) respond to your requests for customer service; or (5) protect the rights, property or personal safety of the Company, its Users or the public, and all enforcement or other government officials, as the Company in its sole discretion believes to be necessary or appropriate.

b. Breach. In the event that the Company determines, in its sole discretion, that you have breached any portion of the Terms, or have otherwise demonstrated conduct inappropriate for the Company Properties, the Company reserves the right to:

- i. Warn you via e-mail (to any e-mail address you have provided to the Company) that you have violated the Terms;
- ii. Delete any of Your Content provided by you or your agent(s) to the Company Properties;
- iii. Discontinue your registration(s) with any of the Company Properties, including the Services or any Company community;
- iv. Discontinue your subscription to any Services;
- v. Notify and/or send Content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or
- vi. Pursue any other action which the Company deems to be appropriate.

c. No Subsequent Registration. If your registration(s) with or ability to access the Company Properties, or any other Company community is discontinued by the Company due to your violation of any portion of the Terms or for conduct otherwise inappropriate for the community, then you agree that you shall not attempt to re-register with or access the Company Properties or any Company community through use of a different member name or otherwise, and you acknowledge that you will not be entitled to receive a refund for fees related to those Company Properties to which your access has been terminated. In the event that you violate the immediately preceding sentence, the Company reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

15. International Users. The Application can be accessed from countries around the world and may contain references to Company Properties and Content that are not available in your country. These references do not imply that the Company intends to announce such Company Properties or Content in your country. The Company Properties are controlled and offered by the Company from its facilities in the United States of America. The Company makes no representations that the Company Properties are appropriate or available for use in other locations, or comply with laws applicable to businesses located in locations other than the United States, and the Company disclaims any obligation to comply with any such laws. Those who access or use the Company Properties from other jurisdictions do so at their own volition and are responsible for compliance with local law.

16. General Provisions.

a. Electronic Communications. The communications between you and the Company use electronic means, whether you visit the Company Properties or send Company e-mails, or whether the Company posts notices on the Company Properties or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from the Company in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that the Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

b. Release. You hereby release the Company Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from any interactions with or conduct of other Users or third-party websites of any kind arising in connection with or as a

result of the Terms or your use of the Company Properties. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.

c. Assignment. The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by you without the Company’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

d. Force Majeure. The Company shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

e. Compliance. If you believe that the Company has not adhered to the Terms, please contact the Company by emailing us at contact@cognoa.com. We will do our best to address your concerns. If you feel that your complaint has been addressed incompletely, we invite you to let us know for further investigation.

f. Limitations Period. YOU AND THE COMPANY AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE TERMS, THE COMPANY PROPERTIES OR THE CONTENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

g. Dispute Resolution.

i. Any claim or dispute (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms where the total amount of the award sought is less than Five Thousand U.S. Dollars (US \$5,000.00) may be resolved in a cost effective manner through binding non-appearance-based arbitration, at the option of the party seeking relief. Such arbitration shall be initiated through an established alternative dispute resolution provider (“**ADR Provider**”) that offers arbitration as set forth in this section and under the rules of such ADR Provider, except to the extent such rules are in conflict with the Terms. The party demanding arbitration will propose an ADR Provider and the other party shall not unreasonably withhold consent to use such ADR Provider. The ADR Provider and the parties must comply with the following rules: (1) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (2) all arbitration proceedings shall be held in English; (3) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (4) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney fees) and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the ADR Provider. Notwithstanding the foregoing, the Company may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction. Please note that the laws of the jurisdiction where you are located may be different from California law, including the laws governing what can legally be sold, bought,

exported, offered or imported. You shall always comply with all the international and domestic laws, ordinances, regulations and statutes that are applicable to your use of the Company Properties.

- ii. Any other dispute (including whether the claims asserted are arbitrable) shall be referred to and finally determined by binding and confidential arbitration. Arbitration shall be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration shall be conducted before one commercial arbitrator with substantial experience in resolving commercial contract disputes from the American Arbitration Association (“**AAA**”). As modified by the Terms, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA’s Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively “**Rules and Procedures**”).
- iii. You are thus GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that may be taken to small claims court. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.
- iv. You and the Company must abide by the following rules: (i) ANY CLAIMS BROUGHT BY YOU OR THE COMPANY MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (ii) THE ARBITRATOR MAY NOT

CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (iii) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, the Company will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation; (iv) the Company also reserves the right in its sole and exclusive discretion to assume responsibility for all of the costs of the arbitration; (v) the arbitrator shall honor claims of privilege and privacy recognized at law; (vi) the arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for the purposes of enforcement of the arbitration award; (vii) the arbitrator may award any individual relief or individual remedies that are permitted by applicable law; and (viii) each side pays its own attorneys' fees and expenses unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses, and then in such instance, the fees and costs awarded shall be determined by applicable law.

- v. The arbitral proceedings, and all pleadings and written evidence will be in the English language. Any written evidence originally in a language other than English will be submitted in English translation accompanied by the original or true copy thereof. The English language version will control. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator will not have authority to award damages in excess of the

amount, or other than the types, allowed by Section 11 of the Terms. Judgment on the award of the arbitrator may be entered by any court of competent jurisdiction. The arbitrator also shall be authorized to grant any temporary, preliminary or permanent equitable remedy or relief it deems just and equitable and within the scope of the Terms, including, without limitation, an injunction or order for specific performance. The arbitration award shall be final and binding upon the parties without appeal or review except as permitted by California law or United States Federal law.

Notwithstanding the foregoing, either you or the Company may bring an individual action in small claims court. Further, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret shall not be subject to this arbitration agreement. Such claims shall be exclusively brought in the state or federal courts located in San Francisco, California. Additionally, notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief before the state or federal courts located in San Francisco, California, in order to maintain the status quo pending arbitration, and hereby agree to submit to the exclusive personal jurisdiction of the courts located within San Francisco, California for such purpose. A request for interim measures shall not be deemed a waiver of the right to arbitrate.

- vi. With the exception of iv. (i) and (ii) above (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, either iv. (i)

or (ii) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor the Company shall be entitled to arbitration. If for any reason, a claim proceeds in court rather than in arbitration, the dispute shall be exclusively brought in state or federal court in San Francisco, California. By using the Company Properties in any manner, you agree to the above arbitration provision.

For more information on AAA, its Rules and Procedures, and how to file an arbitration claim, you may call AAA at 800-778-7879 or visit the AAA website at <http://www.adr.org>.

h. Governing Law. The Terms and any action related thereto will be governed and interpreted by and under the laws of the State of California consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

i. Choice of Language. It is the express wish of the parties that the Terms and all related documents have been drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

j. Notice. Where the Company requires that you provide an e-mail address, you are responsible for providing the Company with your most current e-mail address. In the event that the last e-mail address you provided to the Company is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Terms, the Company's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to the Company at the following address: Cognoa, Inc., care of Wilson Sonsini Goodrich & Rosati, P.C.,

650 Page Mill Road, Palo Alto, CA 94304-1050. Such notice shall be deemed given when received by the Company by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

k. Waiver. Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

l. Severability. If any provision of the Terms is, for any reason, held to be invalid or unenforceable, the other provisions of the Terms will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

m. Export Control. You may not use, export, import, or transfer the Company Properties except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Company Properties, and any other applicable laws. In particular, but without limitation, the Company Properties may not be exported or re-exported (a) into any United States embargoed countries; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Company Properties, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Company Properties for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by the Company are subject to the export control laws and regulations of the United States. You shall

comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer the Company products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

n. Accessing and Downloading the Application from iTunes. The following applies to any Application accessed through or downloaded from the Apple App Store (“App Store Sourced Application”):

- i. You acknowledge and agree that (i) the Terms are concluded between you and the Company only, and not Apple, and (ii) the Company, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.
- ii. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.
- iii. In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between the Company and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of the Company.

- iv. You and the Company acknowledge that, as between the Company and Apple, Apple is not responsible for addressing any claims you have or any claims of any third-party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- v. You and the Company acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third-party's intellectual property rights, as between the Company and Apple, the Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Terms.
- vi. You and the Company acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Terms as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.
- vii. Without limiting any other terms of the Terms, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

o. Consumer Complaints. In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the

California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

p. Entire Agreement. The Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

17. International Provisions. The following provisions shall apply only if you are located in the countries listed below (understanding that our Application is provided from the United States and we disclaim any obligation to comply with laws other than those of the United States).

a. United Kingdom. A third-party who is not a party to the Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of the Terms, but this does not affect any right or remedy of such third-party which exists or is available apart from that Act.

b. Germany. Notwithstanding anything to the contrary in Section 11, the Company is also not liable for acts of simple negligence (unless they cause injuries to or death of any person), except when they are caused by a breach of any substantial contractual obligations (vertragswesentliche Pflichten).