

Montfort – End User License Agreement

This End-User License Agreement (“EULA”) is a legal agreement between You, either an individual or a single entity (“You” or “Beta Tester”) and Technologies of Montfort Brain Monitor Ltd. (hereinafter, “Us” or “We” or the “Company”) governing Your use of Encephalog application, and any associated documentation (“Encephalog”).

Encephalog utilizes a proprietary technological application supported by any mobile device or portable which uses Android Operating System and iOS (“Mobile Device”) enabling You, among other things, to capture various aspects of yourself or other subjects, who have provided their consent to have Encephalog used on them in accordance with the provisions of this EULA (“Subjects”) movement during various motor and cognitive tests, for the purpose of presenting the cognitive evaluation, movement pattern, analyze and share the results. By willing to use Encephalog as a Beta Tester and donating the results to Us, You shall be granted with a royalty-free, limited, non-exclusive, non-sublicensable, non-transferable, worldwide license, to install and use Encephalog App for a term of one month.

IMPORTANT: BY DOWNLOADING AND/OR INSTALLING THIS APPLICATION AND/OR BY PRESENTING THE COGNITIVE TEST, MOVEMENT PATTERN, ANALYZING AND SHARING THE RESULTS, YOU ACCEPT AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS EULA. IF YOU DO NOT AGREE TO ANY OF THE TERMS AND CONDITIONS OF THIS EULA - YOU ARE NOT ALLOWED TO USE THE APPLICATION OR PERFORM ENCEPHALOG TESTS, ANALYZE THE RESULTS OR SHARE THEM WHILE USING THE APPLICATION, AND ARE OBLIGED TO UNINSTALL AND ERASE THE APPLICATION FROM YOUR MOBILE DEVICE.

1. Grant of License. Subject to the limitations and restrictions provided in this EULA, Company grants You a limited, non-exclusive, non-sublicensable, non-transferable, worldwide license, to install and use Encephalog. For the avoidance of doubt, it is hereby made clear that this EULA does not convey to You any interest in or title to Encephalog application (if and when commercialized) or any of the data received from using Encephalog, but only limited rights to use Encephalog application in accordance with the terms and conditions hereunder. **BETA TETSER ACKNOWLEDGES THAT Encephalog IS PRE-RELEASE BETA SOFTWARE AND IS NOT TO BE INSTALLED IN A PRODUCTION ENVIRONMENT AND THE MAKING OF MEDICAL USE THEREOF IS STRICTLY PROHIBITED.**
2. Encephalog. Upon successful installation of Encephalog on Your Mobile Device and opening and account according to the provisions of Section 4 below, by using the Mobile Device built-in sensors, we turn traditionally neurological tests into instrumental tests.
3. License Restrictions and Limitations. You may not, and may not permit or aid others to: (a) copy, reproduce, distribute, or use Encephalog except as expressly authorized under this EULA; (b) decompile, disassemble, reverse engineer, modify, translate, convert or apply any procedure or process to Encephalog in order to ascertain, derive, and/or appropriate for any reason or purpose; (c) modify and/or create a derivative work of any part of Encephalog; (d) violate the right to privacy of any third party without the express prior consent of such third party; (e) infringe any proprietary rights or intellectual property rights of Company or any third parties; or (f) conduct any unlawful activity through the use of Encephalog.

Without derogating the forgoing, any use of Encephalog in medical trials or other non-medical trials will be subject to all applicable rules, regulations and authorizations, including and without limiting the foregoing, the receipt of ethical approvals from the applicable ethics (Helsinki) committee. Beta Tester shall provide the Company with a copy of such approvals, including the trial protocol, as a condition for using Encephalog in a medical trial and a copy of the trial plan if the trial is a non-medical trial. Any reports or other data provided to the Company shall be de-identified and in accordance with approvals of the applicable ethics committee.

Your failure to comply with the provisions set forth herein may expose You to civil and/or criminal liability.

4. **Account and Security**

- a) Any details You voluntarily provide us with shall be kept in confidence according to our Privacy Policy below.
- b) You are solely and fully responsible for all activities that occur in your user account or under your name as a user. We cannot and will not be liable for any loss or damage arising from (i) your failure to comply with this Agreement; (ii) any breach of security; (iii) any activity under your user account conducted by others on your behalf and/or under your supervision, whether or not Company was notified of the possibility and/or existence of such a loss of damage. You may be liable for the losses of Company or others due to any such use.
- c) If You would like to close your user account and discontinue using Encephalog, You should contact Our support services staff at contact@mon4t.com. We will assist You in closing Your User Account as long as You are acting in good faith and are committed to meet any of Your pending obligations.

5. **Subject's Approval.** Beta Tester hereby acknowledges that the use of Encephalog by Beta Tester is subject to the receipt of the Subject's explicit prior approval, after Beta Tester had provided a full explanation on Encephalog, including its purposes, how it works, the information it collects, the fact that it's a pre-release Beta Software and is not, by no means, a medical device.

6. **Privacy Policy.** The Company respects the privacy of everyone who uses it and is committed to protect the information shared with it. The Company believes that You have a right to know the Company's practices regarding the information we collect when You use Encephalog. You will not deliver any personal information of any patient to Us.

The Company collects two types of information from you, in addition to Non Identifiable information of Subjects, as set forth below:

- a) Non identifiable and anonymous information which consists of technical information and behavioral information, such as the type of Your Mobile Device, the accelerometer, gyro, compass, touchscreen while the tests are taken ("**Non-Personal Information**").
- b) Personal identifiable information which consists of an of the Beta Tester's details, that the Beta Tester is willing to voluntarily disclose regarding his/her gender, year of birth, and condition. User's Contact information is optional and might be added should You chose to do so ("**Personal Identifiable Information**").
- c) Non identifiable and anonymous information of Subjects, which consists of a documentation of their movements (as being tracked during the

tests), and if using Montfort ID which includes, gender, their year of birth, and disorder acronym, which is an important information in order for Encephalog to conduct its measurements more accurately and efficiently. In order to assure the Subjects' privacy, any information collected on them in accordance with the provisions herein, shall be kept under an anonymous code for each Subject, the key to which will be held by Beta Tester, therefore preventing us from linking the information collected on the Subject to any other personal information of the Subject, that may be held by Beta Tester, including any identifying information.

We may collect Non-Personal Information which is automatically collected through the use of the Company's services for the purpose of statistical analysis of the usage of Encephalog and also to allow the Beta Tester to track if the Subject's movement pattern changes.

We may also collect the Beta Tester's Personal Identifiable Information which is automatically collected through the use of the Company's services. This information is collected for the purpose of opening an account in Encephalog, enabling provisions of technical assistance and support, and notifying You of new features, products and services.

You hereby acknowledge and agree that Encephalog may collect and process Personal Identifiable Information in accordance with this Section 6. If You have any questions or concerns with regard to privacy issues, please contact Us through the following address contact@mon4t.com. **For the avoidance of doubt, if You do not agree with this privacy policy You are not allowed to use Encephalog Application or provide any Assisting Information and/or Contact Information.**

7. Third Party Service Providers. We may be using third party software or service, in order to collect, store and/or process the information detailed herein. We use commercially reasonable efforts to engage with third parties that post a privacy policy governing their collection, processing and use of non-personal and personal information. Such software and service include without limitation: Amazon, which privacy policy is located at <http://www.amazon.com/gp/help/customer/display.html?nodeId=468496>; MS Azure which privacy policy is located at <http://www.microsoft.com/privacystatement/en-us/OnlineServices/Default.aspx>; Matlab which privacy policy is located at http://www.mathworks.com/company/aboutus/policies_statements/?s_tid=gf_priv; and JMP which privacy policy is located at http://www.sas.com/en_us/legal/privacy.html. However, we do not control such third party service providers. Please read their terms of use and privacy policies to understand their privacy practices.

8. Disclosing and Sharing of Any Information to Outside Parties. We may share and Non-Personal Information collected from you or via Encephalog only as follows: (i) to third parties who provide a service to us, such as with vendors that assist us in, marketing and customer service, credit card processors, integration services, customer support, and cloud hosting services. Such service providers are required by contract to keep confidential and secure the information received on behalf of the Company and may not use it for any purpose other than to carry out the services they are performing for the Company; (ii) to third parties if we have a good faith belief that access, use or disclosure of such information is reasonably necessary to (a) satisfy applicable law, regulation, legal process or an enforceable governmental request, (b) enforce the applicable terms of use of the Products, including investigation of potential violations thereof, (c) detect, prevent or otherwise address fraud, security or technical issues, or (d) protect against harm to the rights, property or safety of the Company, its users or the public as required or permitted by law; (iii) any of our subsidiaries, joint ventures, or other companies under common control with us, in which case we will require them to honor this policy. Additionally, in the event we go through a business transition such as a merger, acquisition by another company, or sale of all or a portion of our assets, Your Non-Personal Information may be among the assets transferred; and (iv) third parties to whom you ask us to send Non-Personal Information.

If we transfer your information in accordance with condition (i) and (ii) aforementioned, we will make sure that they agree to apply the same levels of protection as we are required to apply to your information and, where appropriate, to use your information strictly in accordance with our instructions.

We will retain information about you after your use of Encephalog is cancelled, for a period of one (1) year after the Beta Tester unregisters.

The Company will not provide any Personal Identifiable Information to any third party.

9. Access to and Accuracy of Your Information. We strive to keep Your Personal Identifiable Information accurately recorded. We have implemented technology, management processes and policies to help maintain data accuracy. You will have reasonable access to Personal Identifiable Information that you provide to Us and the reasonable ability to review and correct it. For the foregoing purpose you can contact Us and follow our instructions on the subject matter.
10. Keeping Your Personal Identifiable Information Secure. We take seriously the trust you place in us. To prevent unauthorized access or disclosure, to maintain data accuracy, and to ensure the appropriate use of the information, the Company utilizes reasonable and appropriate physical, technical, and administrative procedures to safeguard the information we collect and process. Please note, however, that there are inherent risks in the transmission of information over the Internet or other methods of electronic storage and we cannot guarantee that unauthorized access or use will never occur.
11. Intellectual Property Rights. You acknowledge and agree that Encephalog will be considered as proprietary product of the Company, protected under national and international intellectual property laws. You further acknowledge and agree that any and all right, title, and interest in and to Encephalog, including associated intellectual property rights, including without limitation any patents, patent applications, copyrighted material and trade secrets, and all copies, revisions, modifications,

updates and/or upgrades thereto, including all derivative works thereof, whether made by the Company, You or on behalf of Company or You, are and shall remain the sole and exclusive property of the Company.

12. Term and Termination. This EULA is effective upon the installation of Encephalog and shall remain in full force and effect for so long as You use Encephalog in accordance with this EULA. Without prejudice to any other rights, the Company may terminate this EULA upon the breach of any term hereof by You or on Your behalf. Upon such termination by the Company, You agree to immediately uninstall or delete Encephalog from Your Mobile Device.
13. DISCLAIMER OF WARRANTIES. YOU ACKNOWLEDGE AND UNDERSTAND THAT Encephalog IS CURRENTLY AT ITS BETA STAGE, AND IS PROVIDED TO YOU "AS IS" AND "AS AVAIABLE" WITHOUT ANY WARRANTIES WHATSOEVER CONCERNING THE INSTALLATION, USE OR PERFORMANCE OF Encephalog, AS WELL AS ANY FUTURE USE OF Encephalog. COMPANY EXPRESSLY DISCLAIMS, AND YOU HEREBY EXPRESSLY WAIVE ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION, NON-INTERFERENCE, ACCURACY, RELIABILITY AND QUALITY OF Encephalog, IF AND WHEN DEVELOPED, INCLUDING AND WITHOUT DEROGATING FROM THE ABOVE, ANY WARRANTIES AND RIGHTS AND COMMON LAW. COMPANY DOES NOT WARRANT THAT Encephalog APP, IF AND WHEN DEVELOPED, WILL MEET YOUR REQUIREMENTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.
14. LIMITATION OF LIABILITY. YOU ACKNOWLEDGE AND UNDERSTAND THAT YOU WILL EXERCISE YOUR OWN INDEPENDENT ANALYSIS AND JUDGMENT IN YOUR USE OF Encephalog. COMPANY ASSUMES NO LIABILITY FOR YOUR USE OF Encephalog, AND YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF Encephalog IS *AT YOUR OWN RISK*. COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER. YOU FURTHER ACKNOWLEDGE THAT IN NO EVENT WILL COMPANY BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF USE OR LOSS OF REVENUE OR PROFIT AND ONME FURTHER DISCLAIMS ANY AND ALL LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES), OR OTHER SIMILAR DAMAGES REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. NOTWITHSTANDING THE ABOVE, IF COMPANY IS FOUND TO BE LIABLE BY A FINAL JUDICIAL RULING, COMPANY'S LIABILITY TO YOU OR TO ANY THIRD PARTY SHALL BE LIMITED TO TWENTY (20) US DOLLARS.
15. Indemnification. You agree to defend, indemnify and hold harmless Company, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) Your use of Encephalog; (ii) Your

violation of any term of this EULA; (iii) Your violation of any third party right, including without limitation any proprietary or intellectual property right and/or privacy right; and (iv) any damage of any sort, whether direct, indirect, special or consequential, You may cause to any third party with relation to Encephalog. This indemnification obligation will survive this EULA.

16. Governing Law and Jurisdiction. This EULA shall be construed and governed in accordance with the laws of the State of Israel, regardless of its conflict of laws rules. The competent courts of Tel-Aviv-Jaffa, Israel, shall have sole and exclusive jurisdiction over any dispute under this EULA or otherwise related to Encephalog.
17. Miscellaneous. This EULA represents the complete agreement concerning the license granted herein and the subject matter hereof and may be amended only by a written agreement executed by both parties. If any provision of this EULA is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of either party to enforce at any time any of the provisions of this EULA will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of either party to enforce each such provision thereafter. The express waiver by either party of any provision of this EULA will not constitute a waiver of any future obligation to comply with such provision. You may not transfer or assign this EULA and the rights hereunder without the prior written consent of Company.
18. Contact Information. If You have any questions or comments, please write to the following address: contact@mon4t.com.