

Linus Health: Rules for Buying and Using Our Products

These rules are for when you buy or use products and services from Linus Health. They're like a contract between you and Linus Health. Linus Health has created the "Linus Health Platform," which is a system that helps give brain tests. It's not meant to be used to diagnose people on its own. The Linus Health Platform includes a website and mobile apps.

1. Using the Linus Health Platform:

- **What Linus Health Gives You:** Linus Health will let you use the Linus Health Platform for a certain time to do specific projects. They'll also give you the computers, tablets, or other equipment ("Devices") and services as listed in your Order Form.
- **What You're Allowed to Do:** As long as you follow these rules, Linus Health gives you the right to use the Linus Health Platform and see test results on the website. You can only use it for your own business to test patients. You can't transfer or sublicense the right to use the Linus Health Platform. You're responsible for getting and paying for everything you need to access and use the services, like internet access and computers.
- **Using the Website and Apps:** Linus Health gives you the right to use their website and apps. You can't transfer or sublicense this right. They've taken the standard steps to keep them free from viruses. You're responsible for keeping your computers safe when you use the website and apps.
- **Using the Instructions:** Linus Health gives you the right to use the instructions for the Linus Health Platform and services ("Documentation") for your own business. You can't transfer or sublicense this right.
- **Things You Can't Do:**
 - You can't let anyone who's not allowed to use the Linus Health Platform ("Authorized User") use it.
 - You can't try to figure out how the Linus Health Platform works by taking it apart, changing it, or making copies of it.
 - You can't rent, lease, or give away the Linus Health Platform.
 - You can't use the Linus Health Platform to provide services to other companies.
 - You can't try to hack or mess with the Linus Health Platform.
 - You can't remove any notices that show that Linus Health owns the Linus Health Platform.
 - You have to use the services exactly as the instructions say.

- **Who Can Use the Platform:** "Authorized Users" are your employees or contractors who have permission to use the Linus Health Platform. You have to make sure they keep their passwords secret, and you're responsible for anything that happens with their accounts. You need to tell Linus Health right away if you think someone is using an account without permission. Linus Health isn't responsible if you don't keep your accounts safe.
- **Monitoring:** Linus Health can watch how you and your employees use the Linus Health Platform and collect information to help them improve it.
- **The Equipment:**
 - Linus Health gets the computers and tablets from other companies. They don't make any promises about them, but they'll pass on any promises they get from those companies to you. You're responsible for any damage to the equipment, except for normal wear and tear.
 - If you buy the equipment, you're responsible for making sure it works with the Linus Health Platform. Linus Health doesn't have to provide support for equipment you buy.
 - If you lease (rent) the equipment, you have to keep it free from any claims, protect it from theft, not remove any labels, keep it in good condition, and use it carefully. You can't change the equipment, and you have to return it when you're done. If the equipment breaks down, let Linus Health know, and they will fix or replace it if it's a hardware issue.
- **Using the Platform for Research:** If you use the Linus Health Platform for a study, it will be noted on the Order Form. You're responsible for getting all the necessary permissions. This includes patient consent and ethics committee approval. If you publish the results, you have to follow certain guidelines and mention your use of the Linus Health Platform.
- **Using the Platform for Patients:**
 - You're responsible for getting any necessary permission from patients.
 - You have to follow all laws, including health privacy laws like HIPAA and other healthcare regulations.
 - You have to tell Linus Health right away if an "Adverse Event" happens, where there's a serious problem with the equipment that causes harm or risks harm to someone.
 - You promise that you and your employees are licensed to practice medicine and haven't committed any serious crimes or been banned from government health programs.

2. Your Data:

- **Who Owns Your Data:** You own the information you upload to the Linus Health Platform, including patient data. You're responsible for making sure it's correct and complete. Linus Health knows that this data might include private health information.
- **Your Rights to Your Data:** You promise that you have the right to give your data to Linus Health and that you've gotten all the necessary permissions to do so, especially from patients. Linus Health can use your de-identified data.
- **Protecting Patient Data:** Linus Health will work with you to protect patient data according to privacy laws. They might need to sign an extra agreement with you (called a Business Associate Agreement) to handle patient data.
- **Data Processing:** If your patient data is about people in Europe, you agree that Linus Health will handle that data according to European data protection rules.
- **Transferring Data:** You agree that patient data from Europe will be sent to the U.S. to be processed by Linus Health. You promise you'll get any needed permission from patients to do this.
- **What Linus Health Can Do With Your Data:** You give Linus Health permission to:
 - Use your data to provide the services.
 - Remove any information that could identify patients.
 - Use the data in a way that doesn't identify anyone to improve their services.
 - You own your data, except for the specific permissions you give to Linus Health.

3. Who Owns the Technology:

- **Linus Health's Technology:** Linus Health owns the Linus Health Platform, the services, the instructions, and any improvements or updates to them. You only have the rights to use them that are specifically given to you in this agreement.
- **Feedback:** If you give Linus Health suggestions or ideas, they can use them however they want, and they don't have to pay you for them.

4. Extra Services:

- If you ask Linus Health to provide extra services like training or reports, those services will be described in a separate agreement. You agree to use those services according to the law. Linus Health will work with you to protect patient data.

5. Fees and Payments:

- You'll pay Linus Health the fees listed in your order. You have to pay within 30 days of getting the bill. If you pay late, you'll have to pay a late fee. If you don't pay, Linus Health can stop your access to the Linus Health Platform. Linus Health can increase the fees for the Renewal Term (described below) if they give you enough notice (45 days before the end of the current Term).
- **Taxes:** You're responsible for paying any taxes except for taxes on Linus Health's income.

6. How Long the Agreement Lasts and How It Can End:

- **How Long It Lasts:** The agreement starts on the date you sign it and continues until:
 - The initial time period ends.
 - You've used all the tests you ordered.
 - Either you or Linus Health ends the agreement.
 - After the initial period, the agreement automatically continues for another year (Renewal Term) unless you or Linus Health gives written notice to end it at least 30 days before the end date .
- **How It Can End:** Either you or Linus Health can end the agreement if the other side breaks the rules and doesn't fix the problem within 30 days (or 10 days if it's about not paying). If the agreement ends, you have to pay any unpaid fees. You also have to stop using the Linus Health Platform, return any leased equipment to Linus Health, and get rid of any Linus Health Documentation.
- **What Happens After It Ends:** Some parts of the agreement continue even after it ends. This includes the sections about data, ownership, fees, confidentiality, and legal procedures.

7. Keeping Information Secret:

- **What's Considered Secret:** "Confidential Information" is any information that either you or Linus Health shares that's marked as secret or should reasonably be considered secret. This includes business plans, technology, customer lists, and financial information. Linus Health's Confidential Information includes the Linus Health Platform and the instructions. Your Confidential Information includes patient data.
- **How to Use and Protect Secret Information:** Both you and Linus Health agree to use the other side's Confidential Information only for the purposes of this agreement and not to share it with anyone else without permission. You both have to take steps to protect the other side's Confidential Information. You can share it with your employees, advisors, and investors who need to know it and agree to keep it secret. You can also share it if the law

requires you to. If you share Confidential Information, you have to give the other side notice. Try to limit what you share. You're responsible if your employees or others you share the information with break this agreement. If someone threatens to break or does break this section, the other side can take legal action to protect their information. When the agreement ends, you have to return or destroy all of the other side's Confidential Information.

8. Promises and Disclaimers:

- **Promises You and Linus Health Make:** Both you and Linus Health promise that you have the authority to enter into this agreement and that doing so doesn't violate any other agreements.
- **Linus Health's Promises About Uptime and Support:** Linus Health will try to keep the Linus Health Platform working and minimize errors. They might have to take it down for maintenance. If they do, they'll try to give you notice. They might also provide training to help you support your users.
- **Disclaimers: Except for what's specifically stated in this agreement, neither you nor Linus Health makes any other promises.** This means there are no implied promises about the quality of the Linus Health Platform or services. Linus Health doesn't promise that the Linus Health Platform will be error-free or completely secure. **You understand that Linus Health is not providing medical advice. The Linus Health Platform is only meant to help with giving tests and providing reports. You are responsible for any medical care you give to patients.**

9. Limits on Liability and Who Pays for What:

- **Limits on Certain Types of Damages:** Neither you nor Linus Health is responsible for any special, indirect, or accidental damages, or lost profits, except if you break the rules about who can use the platform or how to use patient data, or if either of you breaks the rules about keeping information secret.
- **Overall Limit on How Much You Can Get:** Except for the situations listed above, neither you nor Linus Health's total responsibility for any claims related to this agreement can be more than the amount of fees you paid to Linus Health in the 12 months before the event that caused the problem.
- **These Limits Are Important:** These limits on liability are a key part of the agreement, and they apply even if other solutions don't work.
- **Linus Health Pays for Certain Problems:** Linus Health will pay to defend you and cover any costs if someone sues you because the Linus Health Platform or instructions violate a

copyright. Linus Health will do so unless it's your fault, like if you changed the platform. If this happens, Linus Health can choose to either get you the right to keep using the platform, replace or change the platform, or end the agreement and give you a refund.

- **You Pay for Certain Problems:** You'll pay to defend Linus Health and cover their costs if someone sues them because of how you used the platform. You will also do so if you break the rules about who can use the platform or how to use patient data.
- **How These Situations Are Handled:** If either of you gets sued and thinks the other side should pay, you have to promptly notify the other side. Both sides will cooperate in defending against the lawsuit. Neither side can settle the lawsuit without the other side's permission.

10. General Legal Rules:

- You have to follow all U.S. laws about trade and exports.
- If any part of this agreement is found to be invalid, the rest of the agreement will still be valid.
- Neither you nor Linus Health can give your rights or responsibilities under this agreement to anyone else without the other side's written permission. An exception is if your company is bought by another company.
- This agreement is the complete agreement between you and Linus Health. It replaces any previous agreements. Any changes to this agreement have to be in writing and signed by both sides.
- You and Linus Health are independent businesses, not partners or employees.
- Any official notices have to be in writing and sent to the address in the Order Form.
- Neither you nor Linus Health can issue a press release about your business relationship without the other side's permission. Linus Health can mention you and your relationship with Linus Health in their marketing material and website.
- If something happens that's outside of either of your control (like a natural disaster), you'll be excused from doing what you're supposed to do for as long as that event continues. If it continues for more than 30 days, either of you can end the agreement.
- This agreement is governed by the laws of Massachusetts. Any legal disputes will be handled in the courts of Massachusetts, and both you and Linus Health agree to use those courts. **You both waive your right to a jury trial.** If you use the Linus Health Platform in a way that you're not supposed to, it could cause serious harm to Linus Health, so they can take legal action to stop you.