

Relivion Product's End User License Agreement

[Last Amended: August 30, 2021]

This End User License Agreement ("**Agreement**") governs your engagement with **Neurolief Ltd.** ("**Neurolief**", "**Company**" "**we**," "**us**" "**our**"), with respect to your use of our (i) mobile application ("**App**") as part of using the Neurolief's Relivion®, an electronic device to treat migraine, that is developed and owned by Neurolief ("**Relivion Product**") (ii) The cloud-based platform (including its web interface) ("**Platform**") associated with the Relivion Product, which allows the upload and centralized management of the Relivion Product users' data (collectively, the "**Services**").

This Agreement is a legally binding and enforceable agreement between the Company and its users which includes patients who are using the App as part of their usage of the Relivion Product, and healthcare providers that involved in the treatment of such patient ("**End User**", "**Healthcare Provider**" and together "**Customer**" or "**you**"). Customers and Company shall each be referred to herein as a "**party**" and collectively as the "**parties**".

ACCEPTANCE OF THE AGREEMENT: BY REGISTERING TO USE THE SERVICES, OR BY OTHERWISE USING THE SERVICES, APP AND PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS OF THIS AGREEMENT. YOU AGREE TO BE BOUND BY THIS AGREEMENT AND TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS REGARDING YOUR USE OF THE SERVICES. IF YOU DO NOT AGREE TO ALL OR PART OF THIS AGREEMENT, PLEASE DO NOT REGISTER OR USE THE SERVICES IN ANY MANNER.

1. REGISTRATION AND ACCOUNT

- 1.1. Registration by End User: In order to use the app, you must first register and create an account ("**End User Account**"). You will be required to provide your full name, a valid email address and a phone number, as well as accepting Relivion's Privacy Policy and the End User License Agreement. By clicking Next, you will receive an SMS with a confirmation code that you will be required to enter in order to confirm your account and complete the sign-up process. After entering the confirmation code you will be required to provide some demographic and clinical information.
- 1.2. Registration by Healthcare Provider: If you are a Healthcare Provider using our Platform, managing its patients (Relivion's End Users) and providing treatment recommendations you must first register and create an account ("**HealthCare Account**" and together with the End User Account the "**Customer Account**"). You will be required to provide your full name, a valid email address, phone number as well as address of the site (e.g., Clinique, hospital, etc.) at which the Platform will be used by you ("**Site**").

- 1.3. You hereby represent and warrant that you will provide accurate and complete information in connection with your Customer Account. The Company reserves the right to suspend or terminate the Customer Account in the event that you have provided it with any untrue or inaccurate information. You alone will be fully responsible to maintain the confidentiality of your password and username for your Customer Account and for all activities in connection with the Customer Account, whether done by you or on your behalf. Any unauthorized use or access to the Customer Account or the Services must be immediately reported to us. You may not assign or transfer your rights under the Customer Account, including your user-name and password, without the prior written consent of Neurolief and you may update and revise some of the information that is included in your Customer Account from time to time.

2. Eligibility

The use of the Services is void where prohibited. The Services were not designed neither created for the use of minors, so if you are under the age of 18, please avoid using any of it. If you use the Services on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to this Agreement. By using the Services you represent and warrant that you have the right, power, and capacity to abide by these Agreement. The Company reserve the right to demand from any Customer to provide any additional information and documentation, as required to us subject to Company's sole discretion, for verifying its age and legal eligibility per Company's duties under the law.

3. SCOPE OF SERVICE

- 3.1. Subject to the terms herein, once you have completed the registration process, you will be provided with access to the App. Neurolief hereby grants you a limited, revocable, non-exclusive, non-transferable and non-sub-licensable license to use the Relivion Product together with the App, solely during the Term (as defined below) and solely for the purpose set forth herein ("**License**").
- 3.2. Additionally, subject to your compliance with this Agreement as a Healthcare Provider, Neurolief hereby grants you a non-exclusive, nontransferable, worldwide, revocable and limited license to access and use the Platform during the Term. Any other use of the Platform not specified in this Agreement, including its use by any other employees, agents, contractors, consultants, representatives, personnel or other parties or individuals of or on behalf of you or the Site, shall not be permitted.
- 3.3. Neurolief, at its sole discretion, is entitled to: (i) determine the features, settings, or other tools which are available as a part of the Platform and App; (ii) modify, correct, amend, update, upgrade, enhance, improve, remove, replace or make any other changes to, or discontinue, or cease, temporarily or permanently, any features or functionalities of the Platform or App; and

(iii) modify and renew the license under any of the circumstances listed in (ii) above, without incurring any liability to you.

4. LICENSE RESTRICTIONS

- 4.1. You hereby undertake that you will not, and not allow others to: (i) sell, license (or sub-license), lease, assign, transfer, pledge, or share the License granted or any rights under this Agreement with any third party except as permitted hereunder; (ii) disassemble, decompile, reverse engineer any of the Services (including the Relivion Product) or attempt to discover its source code or underlying algorithms; (iii) upload invalid data, viruses, worms, malicious code or other software agents through the Platform and App; (iv) interfere with the proper working or security measures of the Platform and App; (v) bypass the measures Neuro Relief may use to prevent or restrict access to the Platform and App; (vi) use the Platform and App for any illegal or unauthorized purpose, or that could give rise to any civil liability or other lawsuit; (vii) modify the Relivion Product, Platform or App, or insert any code or product, or in any other way manipulate any of it in any way or create any derivative works from the Services; or (viii) use the Platform or App in a manner that violates or infringes any rights of any third party, including but not limited to, privacy rights, publicity rights or intellectual property rights.
- 4.2. Your failure to comply with the provisions set forth above may result in, at Neuro Relief's sole discretion, the termination or suspension of access to the Services as well as the immediate termination of this Agreement, without derogating from any other remedy Neuro Relief may be entitled to under this Agreement or any applicable law.

5. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that it has the full legal authority to enter into and be bound by this Agreement and that it has no contractual and/or other hindrance to enter into this Agreement and to take upon itself to perform all of its undertakings hereunder.

6. TERM AND TERMINATION

- 6.1. This Agreement shall commence on the date you accepted its terms by registering to use the Services, and shall thereafter continue for the duration of your use of the Services ("**Term**").
- 6.2. Notwithstanding the above, Neuro Relief may terminate this Agreement, for any or no reason, by providing the Customer with a 30-day prior written notice.
- 6.3. In addition, Neuro Relief may terminate this Agreement, effective immediately, in the event of a breach of the Agreement by the Customer. Neuro Relief shall be permitted to immediately block access or suspend the Customer Account, without liability to Customer, including for any loss of data therein and payment liability, if the Customer has breached or Neuro Relief suspects the Customer has breached this Agreement.

- 6.4. Upon the expiration or termination of the Agreement all rights and licenses granted under the Agreement shall immediately terminate and you shall cease your use of the Platform and App. All sections detailed herein which by their nature are intended to survive termination, shall survive termination or expiration for any reason.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. The Intellectual Property Rights and all other rights, title and interest of any nature in and to the Relivion Product, Platform, App or any related documentation made available by or on behalf of Neuro Relief hereunder (including all modifications, enhancements, upgrades, customizations and derivative works thereof) are and shall remain the exclusive property of Neuro Relief and its licensors. For the purpose of this Agreement “**Intellectual Property Rights**” shall mean all intellectual property rights of every kind and description, including without limitation: (i) rights in or to trademarks and service marks (whether or not registered), trade names and other designations of source of origin, together with all goodwill related to the foregoing, (ii) patents and patent applications, (iii) rights in or to copyrights, whether or not registered, (iv) rights in or to trade secrets and confidential information, including without limitation know-how, technology methods, ideas and inventions, (v) rights in software and computer code (whether in source code, object code or any other form) and (vi) all applications and registrations of any of the foregoing.
- 7.2. If Neuro Relief receives any feedback (*e.g.*, questions, comments, suggestions etc.) regarding the Platform and App or any of the Services (“**Feedback**”), all rights, including Intellectual Property Rights in such Feedback shall belong exclusively to Neuro Relief and to the extent required by applicable law, you hereby irrevocably transfer and assign all Intellectual Property Rights you may have in such Feedback to Neuro Relief and waive any and all moral rights that you may have in respect thereto.
- 7.3. Nothing in this Agreement shall be construed as transferring any right, title or interest to you or any third party, unless explicitly stated hereunder. Neuro Relief and its licensors reserve any and all rights not expressly granted in this Agreement. The provisions of this section shall remain in full force and effect after termination or expiration of the Agreement for whatever reason.

8. INDEMNIFICATION

You shall indemnify, defend and hold Neuro Relief harmless, and its respective affiliates, officers, directors, shareholders, or representatives (“**Indemnified Parties**”) from any and all demands, judgments, awards, losses, damages, expenses, claims and liabilities, and all related costs, including reasonable legal fees (“**Liabilities**”) incurred by the Indemnified Parties as a result of or arising out of a third party claim in connection with: (i) your breach of this Agreement; (ii) your gross negligence, willful misconduct or fraud, or that of your employees', agents', or subcontractors'; (iii) a medical

negligence or medical malpractice caused by your actions or (iv) any breach or violation of applicable law by you.

9. LIMITATION OF LIABILITY AND DISCLAIMER

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREUNDER, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND ANY RELATED DOCUMENTATION, SOFTWARE OR COMPONENT THEREIN ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND.

NEUROLIEF DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, AND MAKES NO REPRESENTATION NOR DOES IT EXTEND ANY WARRANTY OF ANY KIND, WITH RESPECT TO THE SERVICES OR THE RESULTS AND ANALYSIS CALCULATED THROUGH THE SERVICES (“OUTPUTS”), INCLUDING WITHOUT LIMITATION WARRANTIES OF ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, QUALITY, TIMELINESS, COMPLETENESS, OR INFORMATIONAL CONTENT. NEUROLIEF WILL HAVE NO DUTY OR OBLIGATION TO VERIFY, CORRECT, COMPLETE OR UPDATE ANY OUTPUTS OR INFORMATION DISPLAYED IN OR AVAILABLE THROUGH THE SERVICES. CUSTOMER’S USE OF OR RELIANCE ON ANY OUTPUTS SHALL BE DONE SOLEY AT THE CUSTOMER’S OWN RISK.

NEUROLIEF IS NOT A LICENSED MEDICAL CARE PROVIDER AND THE RELIVION DEVICE AND THE APP ARE NOT INTENDED TO FULLY REPLACE PROFESSIONAL MEDICAL ADVICE OR DIAGNOSYS. YOU ARE RESPONSIBLE FOR YOUR OWN HEALTH AND FOR DISCUSSING YOUR SYMPTOMS WITH A SUITABLE DOCTOR. PLEASE CONSULT WITH YOUR DOCTOR OR OTHER QUALIFIED HEALTHCARE PROVIDER BEFORE MAKING ANY DECISIONS OR TAKING ANY ACTIONS THAT MAY AFFECT YOUR HEALTH AND SAFETY. YOU SHOULD NEVER DELAY SEEKING PROFESSIONAL MEDICAL ADVICE, DISREGARD MEDICAL ADVICE OR DISCONTINUE MEDICAL TREATMENT BECAUSE OF THE USE OF THE RELIVION DEVICE OR THE APP. ALWAYS CONSULT WITH YOUR HEALTHCARE PROFESSIONAL IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT YOUR HEALTH OR CONDITION OR YOU EXPERIENCE ANY CHANGES IN YOUR CONDITION OR HEALTH STATUS. NEUROLIEF IS NOT RESPONSIBLE FOR ANY PERSONAL INJURY OR ANY OTHER DAMAGES THAT MAY RESULT, DIRECTLY OR INDIRECTLY, FROM ANY USE OR MISUSE OF THE APP. RELIVION PRODUCT IS A PRESCRIPTION DEVICE. USE THE RELIVION PRODUCT AND THIS APP ONLY IF YOU HAVE A VALID PRESCRIPTION AND AFTER CONSULTING WITH YOUR HEALTH CARE PROFESSIONAL.

TO THE EXTENT PERMITTED BY LAW, NEUROLIEF ASSUMES NO RESPONSIBILITY OR LIABILITY FOR: (I) ANY UNAUTHORIZED ACCESS TO OR USE OF THE CUSTOMER ACCOUNT; (II) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; (III) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES; AND (IV) ANY LOSS OF DATA. IN NO EVENT SHALL NEUROLIEF BE LIABLE FOR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, ARISING OUT OF THE USE OF THE SERVICES, EVEN IF IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AND TO THE

EXTENT NOT PROHIBITED BY APPLICABLE LAW, NEUROLIEF'S MAXIMUM AGGREGATE LIABILITY FOR DAMAGES IN CONNECTION WITH THIS AGREEMENT AND USE OF THE SERVICES SHALL NOT EXCEED US\$400.

10. CONFIDENTIALITY

In the context of the relationship under this Agreement, either party ("**Disclosing Party**") may disclose to the other party ("**Receiving Party**") certain confidential information regarding its technology and business ("**Confidential Information**"). The Receiving Party agrees to keep confidential and not disclose or use any Confidential Information except to support its use or provision of the Services. Confidential Information shall not include information that Receiving Party can show: (i) was already lawfully known to or independently developed by Receiving Party without access to or use of Confidential Information, as evidenced by written and dated record; (ii) was received by Receiving Party from any third party without restrictions; (iii) is publicly and generally available, free of confidentiality restrictions; or (iv) is required to be disclosed by law, regulation or is requested in the context of a law enforcement investigation, provided that Receiving Party provides Disclosing Party with prompt notice of such requirement and cooperates in order to minimize such requirement. Receiving Party shall restrict disclosure of Confidential Information to those of its employees and contractors with a reasonable need to know such information and which are bound by written confidentiality obligations no less restrictive than those set out herein. The non-disclosure and non-use obligations set forth in this Section 9 shall survive the termination or expiration of this Agreement for a period of 3 years.

11. PRIVACY AND DATA PROTECTION

11.1. Neurolief will store, process, and use the information you provide during the registration process and via the Customer Account, in accordance with our privacy policy which can be found here: <https://www.neurolief.com/wp-content/uploads/2019/03/Neurolief-website-Privacy-Policy.pdf> ("**Privacy Policy**").

11.2. Subject to any applicable law, the Healthcare Provider may grant us with access to, or share with us, certain Personal Data, including Special Categories of Personal Data or Protected Health Information (as such terms are defined under the relevant applicable law). Such data shall be processed in accordance with the provisions of any Data Processing Agreement between us and such Healthcare Provider, and the Privacy Policy.

12. AMENDMENTS

Neurolief reserves the right to modify, correct, or amend this Agreement at any time. The most current version of this Agreement will always be displayed on the Platform and App and any changes will be indicated under the "Last Amended" date above. It is your responsibility to ensure that you are familiar with the most current version of this Agreement. Your continued use

of the Platform or App following the publication by Neurolief of an amended version of this Agreement shall constitute your express agreement to be bound by the amended Agreement. Neurolief may provide you with a written notification or display a notice on its website, all at its sole discretion, in the event that a material change was made. If you object to any term or condition of this Agreement or any subsequent modifications thereto, or become dissatisfied with any of the Services in any way, your only recourse is to immediately discontinue use of the Services.

13. MISCELLANEOUS

- 13.1. Governing Law and Jurisdiction. This Agreement and any claim, controversy, or dispute arising out of, related to, or otherwise in connection with this Agreement shall be interpreted, construed, and enforced in accordance with the laws of the state of Israel, applied without giving effect to any conflicts of law principles. The parties agree that any lawsuit that may be brought with respect to this Agreement shall be brought and tried exclusively in the competent courts located within Tel Aviv, Israel.
- 13.2. Relationship of the Parties. Each party hereunder is considered an independent contractor. Nothing herein shall be deemed or construed to create a joint venture, fiduciary or agency relationship between the parties for any purpose.
- 13.3. Assignment. This Agreement may not be assigned or transferred by you without Neurolief's prior written consent.
- 13.4. Force Majeure. Neither party shall be liable for any delay or failure to perform if and to the extent that such delay or failure to perform is caused or otherwise brought about by circumstances beyond the non-performing party's reasonable control, including strikes, lockouts, labor troubles, restrictive government or judicial orders or decrees, riots, insurrection, war, terrorism, Acts of God (including a pandemic), and/or inclement weather, which the non-performing party is unable to prevent by the exercise of reasonable due diligence, and provided that the non-performing party uses its best efforts to overcome any such circumstances.
- 13.5. Entire Agreement. This Agreement, including all exhibits hereto and any links included herein, contains the entire agreement of the parties, and supersedes any prior oral or written agreements or understanding between the parties.
- 13.6. Severability. Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired by such determination and will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permitted by law.
- 13.7. Waiver. Any delay or omission by either party to exercise any right under this Agreement shall not be construed to be a waiver of such right. A waiver by either party of any of the performance

provisions of this Agreement shall not be construed to be a waiver of any succeeding performance or breach.