

NEURAMETRIX END-USER LICENSE AGREEMENT

NeuraMetrix, Inc.'s Typing Cadence measurement (NeuraMetrix TC) gives Healthcare Providers a feedback tool, enabling them to better treat patients with a brain disease or psychiatric disorder. Likewise, a Research Institution ("Institution") can use NeuraMetrix TC in brain disease or psychiatric disorder research studies.

How does NeuraMetrix TC work?

NeuraMetrix TC is an application which measures brain health. Once installed on your personal computer, it runs in the background and automatically collects the timing data whenever the keyboard is used. NeuraMetrix TC captures your Typing Cadence (the rhythm with which we all type on a keyboard). The raw Typing Cadence measurements are known as "Dwell time" (the duration that a key is pressed) and "Flight time" (the duration between keystrokes).

Typing Cadence is likely our strongest habit. The NeuraMetrix TC can detect minute changes in Typing Cadence consistency – a change of 1/100th of a second can be statistically significant. Habits, such as Typing Cadence, are hardwired in our brains. The stronger the habit, the more extensive the hardwiring. If the brain is attacked by a disease, the hardwiring begins to break – but very slowly and in very small increments. As the wiring breaks, the habit will become less consistent, which is what NeuraMetrix TC measures.

Periodically, your Typing Cadence data is uploaded to the NeuraMetrix secure server. The server then calculates the "inconsistency" of Typing Cadence using proprietary algorithms.

Which data do we collect and what do we do with it?

The NeuraMetrix TC Application is designed to protect your privacy. The sequence of the characters you typed is stripped away before the Typing Cadence data is sent to our server, making it impossible to reconstruct the original text. In addition, NeuraMetrix only knows you by your User ID and collects or stores none of your personally identifiable data.

The results generated by NeuraMetrix TC are displayed on the NeuraMetrix Dashboard in the form of a chart showing the inconsistency of your Typing Cadence over time. Your chart and typing cadence data will be available to your Healthcare Provider, Institution, and you (if your Healthcare Provider permits). The Institution and NeuraMetrix are the only organizations allowed to use the data for investigational research. NeuraMetrix will never sell your data.

NeuraMetrix will not provide you with any medical advice, diagnosis, or treatment based on your use of NeuraMetrix TC. Always seek the advice of your physician or other qualified health care provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of information you accessed through NeuraMetrix TC.

YOU CAN USE NEURAMETRIX TC SUBJECT TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. IT IS IMPORTANT THAT YOU READ THE TERMS OF THIS AGREEMENT CAREFULLY. BY DOWNLOADING AND INSTALLING NEURAMETRIX TC ON YOUR COMPUTER, YOU CONFIRM YOUR AGREEMENT WITH THESE TERMS AND CONDITIONS INCLUDING THE FIVE ITEMS WE ASK OF YOU BELOW. IF YOU DO NOT AGREE, DO NOT DOWNLOAD NEURAMETRIX TC.

What we ask of you:

1. You are age 18 or older, and you use a personal computer ("PC") with a Windows® operating system on which you will install NeuraMetrix TC;
2. If other people use the PC under one user account, you will create your own User Account before installing NeuraMetrix TC, so that only you have access to this User Account and to ensure that no one else accesses your NeuraMetrix TC on your PC;
3. You grant NeuraMetrix co-equal (with you) ownership of all the data generated by your use of NeuraMetrix TC;
4. You will not transfer any right granted to you under this Agreement to anyone else. Any such agreement of transfer will be null and void;
5. You will under no circumstances decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for NeuraMetrix TC or modify the software of NeuraMetrix TC or create derivative works based upon NeuraMetrix TC.

Who owns NeuroMetrix TC?

NeuroMetrix is and remains the sole owner of NeuroMetrix TC and all related intellectual and industrial property and proprietary rights, as well as all trade secrets regarding NeuroMetrix TC.

What are your rights to use NeuroMetrix TC?

This license entitles you to install one copy of NeuroMetrix TC for each PC you personally use. You may only use NeuroMetrix TC personally for the sole purpose of measuring your typing cadence.

Your right to use NeuroMetrix TC expires when your subscription expires or the study is completed.

How can this Agreement be terminated prematurely?

1. Your Healthcare Provider managing your disease or disorder: Either you, your Healthcare Provider or NeuroMetrix may terminate this Agreement for any or no reason. If you terminate this Agreement, you must provide written notice of such termination to your Healthcare Provider. The Health Care Provider will in turn inform NeuroMetrix. If the Healthcare Provider terminates this Agreement, it will do so by informing you and NeuroMetrix. If NeuroMetrix terminates this Agreement, it will do so by sending notice of such termination via email to the Healthcare Provider who in turn will inform you.
2. Research studies of an Institution: Either you, the Institution or NeuroMetrix may terminate this Agreement for any or no reason. If you terminate this Agreement, you must provide written notice of such termination to the Institution. The Institution will in turn inform NeuroMetrix. If the Institution terminates this Agreement, it will do so by informing you and NeuroMetrix. If NeuroMetrix terminates this Agreement, it will do so by sending notice of such termination via email to the Institution who in turn will inform you.
3. You managing your disease or disorder: Either you or NeuroMetrix may terminate this Agreement for any or no reason. If you terminate this Agreement, you must provide written notice of such termination to NeuroMetrix. If NeuroMetrix terminates this Agreement, it will do so by sending notice of such termination via NeuroMetrix TC to you.

In the event of termination of this Agreement by you, the Healthcare Provider, the Institution or NeuroMetrix or in the event of or expiration of this Agreement, the right of use of the NeuroMetrix TC granted to you under this Agreement will automatically terminate and you agree to promptly destroy all copies of NeuroMetrix TC in your possession and promptly remove all copies of NeuroMetrix TC from all computers on which it is installed and keep no copies of NeuroMetrix TC.

The definitions and rights, duties and obligations of the parties will survive any termination or expiration of this Agreement.

The balance of this agreement contains the fine print.

Warranties

NEURAMETRIX MAKE NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF NEURAMETRIX TC. YOU UNDERSTAND THAT USE OF NEURAMETRIX TC IS AT YOUR OWN RISK AND THAT WE PROVIDE THE SOFTWARE ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." YOU BEAR THE ENTIRE RISK OF USING THE SOFTWARE. NEURAMETRIX DOESN'T GUARANTEE THE ACCURACY OR TIMELINESS OF THE SOFTWARE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAW, WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE. YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. WE DO NOT GUARANTEE NEURAMETRIX TC WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, NOR DO WE GUARANTEE ANY CONNECTION TO OR TRANSMISSION FROM THE COMPUTER NETWORKS.

Limitation of Liability

If you have any basis for recovering damages (including breach of this Agreement), you agree that your exclusive remedy is to recover, from NeuroMetrix, direct damages up to an amount equal to your Services fee for the month during which the loss or breach occurred (or up to \$10.00 if the Software is free). You cannot recover any other damages or losses, including direct, consequential, lost profits, special, indirect, incidental, or punitive. These limitations and exclusions apply even if this remedy doesn't fully compensate you for any losses or fails of its essential

purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything or any claims related to this Agreement.

Remaining general arrangements of the Agreement

This Agreement will be governed and interpreted by the laws of the State of California and the federal laws of the United States. You agree that no other law system is applicable and neither are any rules on conflicts of law. You irrevocably agree that only the courts located within the State of California may rule over any disputes or matters between you and NeuraMetrix with respect to the Agreement.

This Agreement constitutes the entire agreement between you and NeuraMetrix. If you have agreed to any other additional matters directly with personnel of NeuraMetrix regarding the use of NeuraMetrix TC, such agreements are null and void, unless captured in a written agreement signed by you and an authorized representative of NeuraMetrix.

If any provision of this Agreement is held invalid by a relevant court (i.e. of 'competent jurisdiction'), such provision will be deemed amended to achieve as nearly as possible the same effect as the original provision and the remainder of this Agreement will continue in full force and effect.

No term or provision of this Agreement will be considered waived by you or NeuraMetrix, and no breach excused, unless such waiver or consent is in writing signed by you or NeuraMetrix, depending on who provides such waiver. If there is no such explicit written waiver provided, any breach of the obligation under this Agreement by a party does not have the consent of the other party.

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