

PERIPHERAL BRAIN
TERMS OF SERVICE AGREEMENT

Last Modified: April 6, 2020

Effective Date: April 6, 2020

1. Overview.

1.1. Introduction. This Peripheral Brain Terms of Service Agreement (this “*Agreement*”) is an agreement between you (referred to in this Agreement as “*you*” or “*your*”) and Peripheral Brain, LLC, a Virginia limited liability company (referred to this Agreement as “*Peripheral Brain*”, “*we*”, “*us*”, or “*our*”), the owner and operator of an online service known as Peripheral Brain for accessing and storing facts which can be accessed at <https://peripheralbrain.herokuapp.com/> (the “*Peripheral Brain Website*”) and through our software and mobile apps (the “*Peripheral Brain Apps*”) (collectively, the “*Peripheral Brain System*”, or the “*Service*”). **You agree to read this Agreement carefully.**

1.2. Binding Contract. You acknowledge that this Agreement is a legally binding contract between you and Peripheral Brain, even though it is not physically signed, and you acknowledge that this Agreement governs your access and use of the Peripheral Brain System. In this Agreement, you and Peripheral Brain are referred to individually as a “*party*” and collectively as the “*parties*”, and “*User*” (or “*user*”) refers to a person who accesses or uses the Peripheral Brain System, and “*Person*” (or “*person*”) means any individual, business entity, governmental entity, legal entity, or any legal person.

1.3. Important Provisions. This Agreement includes important provisions affecting your legal rights and obligations, including, for example, a disclaimer of warranties and limitation of liability by Peripheral Brain (see Section 13), dispute resolution provisions that include a waiver of the right to a jury, a waiver of the right to participate in a class action or similar proceeding, a limitation of the period of time for bringing a claim against us, and an agreement that any court or arbitration proceedings will take place only in Rockingham County, Virginia or the City of Harrisonburg, Virginia (see Section 15), and an obligation for you to pay any expenses and liabilities (such as damages, costs, or legal claims) that the Peripheral Brain Parties (as defined below) suffer as a result of your violation of any of the provisions of this Agreement (see Section 12). The previous examples are not comprehensive, and you are responsible for reading and agreeing to all of the provisions of this Agreement as a condition of your access and use of the Peripheral Brain System.

2. Users Under Age 13. You may only create or use a Peripheral Brain Account or use the Peripheral Brain System if you are (a) at least thirteen (13) years old, and (b) allowed by law to enter into a binding contract. If you are not at least thirteen (13) years old, you must not access or use the Peripheral Brain System.

3. Privacy Policy. Our Privacy Policy, located at [Privacy Policy](#) (our “*Privacy Policy*”), explains how we collect and use your information. You agree to read our Privacy Policy. You acknowledge and agree that the provisions of our Privacy Policy are made a part of this Agreement and are binding upon you and Peripheral Brain.

4. Updates to this Agreement. As technology changes and as our business grows and develops, we may modify this Agreement (and our Privacy Policy) from time to time. When we modify this Agreement, we will give you notice by posting the amended Agreement on the Peripheral Brain Website and, if the changes meaningfully affect your rights or obligations, by e-mail (if you have provided us with your e-mail address as part of your Account Information). The amended Agreement will include an effective date, and the amended Agreement will be effective on that date. However, any changes to the governing law or dispute resolution provisions set forth in Sections 14 and 15 will not apply to any disputes for which Peripheral Brain and you have received actual notice on before such effective date. If you continue to access or use the Peripheral Brain System after this Agreement is amended, you agree to be bound by the revised Agreement. If you do not agree with the updated Agreement, you agree that you will promptly (1) discontinue your use of the Peripheral Brain System, and (2) contact us at info@medicalperipheralbrain.com to request that your Peripheral Brain Account be closed.

5. Description of the Peripheral Brain System. The Peripheral Brain System is a medical information system that allows you to easily access medical facts and to store and organize your own facts and notes (“*Your Notes*”). The Peripheral Brain System may contain links to third party websites or advertisements or promotions for third party products and services. We are not responsible for any content, products, or services provided by others. The inclusion of any link to such sites or advertisements or promotions of such products or services does not imply endorsement by Peripheral Brain or its Affiliates (as defined in Section 12 below).

6. Your Peripheral Brain Account and User Content.

6.1. Registration. In order to use the Peripheral Brain System, you must register with us and create an account (a “*Peripheral Brain Account*”). Our registration process currently requires you to complete a signup form and provide your name and e-mail address and select a password (your “*Login Credentials*”). We may permit or require you to provide additional information in order to use the Peripheral Brain System or certain features of the Peripheral Brain System. As used in this Agreement, “*Account Information*” means all information associated with your Peripheral Brain Account. You agree to update your Account Information, as necessary, to ensure that it remains current, accurate, and complete. You authorize us to verify your Account Information at any time. If any of your Account Information is untrue, inaccurate, incomplete, or not current, we retain the right, in our sole discretion, to suspend or terminate your Peripheral Brain Account and your access to the Peripheral Brain System.

6.2. User Content. As used in this Agreement, “*Your Content*” means your Account Information, Your Notes, and all content (including without limitation, text, photos, graphics, audio, video, and other materials) you upload, post, send, submit, transmit, or otherwise transfer

to or through the Peripheral Brain System. You acknowledge and agree that we do not prescreen and are not responsible for Your Content. Nevertheless, we may at any time, with or without notice to you, block, interrupt, delete, or otherwise remove, disable or restrict access to, or refuse to display or transmit any of Your Content.

6.3. Use of Your Content. We value and respect your privacy, and we will not use or share Your Content except as permitted by this Agreement and our Privacy Policy. You retain any ownership rights you have in Your Content, and nothing in this Agreement limits your right to use Your Content outside of the Peripheral Brain System. In order for us to provide the Peripheral Brain System to you, you grant us a worldwide, royalty-free, non-exclusive, transferable, sublicensable, and perpetual license to use, copy, modify, adapt, store, host, publish, distribute, and transmit Your Content for the purpose of providing the Peripheral Brain System to you. You represent and warrant to the Peripheral Brain Parties: (a) that you have the right (and have obtained any and all necessary permissions, consents, and authorizations) to grant us the foregoing license and to grant all other rights and licenses granted in this Agreement, and (b) that the use of Your Content and the exercise of the foregoing license by the Peripheral Brain Parties (and their sublicensees) will not infringe the Intellectual Property Rights of any person. You understand and agree that we may transfer, process, maintain, and store Your Content in any country (or in multiple countries), including countries other than your country of residence or the country or countries where you use the Peripheral Brain System. You acknowledge and agree that we may use third party service providers to host the Peripheral Brain System.

7. Using the Peripheral Brain System.

7.1. Permission to Use the Peripheral Brain System. Subject to your compliance with this Agreement (including our Privacy Policy), we grant you permission to access and use the Peripheral Brain System and the Peripheral Brain Materials. The permission for you to use the Peripheral Brain System and the Peripheral Brain Materials is further conditioned on the following: (a) except as provided below, you will not permit any person to access or use the Peripheral Brain System through your Peripheral Brain Account; (b) you will not publish, disclose, or share any of the Peripheral Brain Materials with any other person; (c) you will not attempt to reverse engineer, alter, or modify any part of the Peripheral Brain System; and (d) you will comply with all of the provisions of this Agreement. If you violate this Agreement, your permission to use the Peripheral Brain System and the Peripheral Brain Materials will automatically terminate, and you will not be entitled to any refund of payments made to us. Your permission to access and use the Peripheral Brain System and the Peripheral Brain Materials is personal, non-exclusive, non-assignable, non-sublicensable, and may be limited or revoked by us at any time. We reserve the right, in our sole discretion, to refuse service, to suspend or terminate your Peripheral Brain Account, and/or to require you to purchase a Peripheral Brain Subscription in order to continue using some or all of the features of the Peripheral Brain System.

7.2. Limited Sharing. Subject to your compliance with this Agreement, you are permitted to share your access to the Peripheral Brain System through your Peripheral Brain Account with one other person. You are not permitted to share your Peripheral Brain Account

with an entire office, business, company, hospital, or in any way with more than one person. You acknowledge and agree that if you share access to your Peripheral Brain account with another person, that person could overwrite or delete Your Content, and you assume all risks arising out of your sharing of your Peripheral Brain Account.

7.3. Your Notes. When you save Your Notes in the Peripheral Brain System, those notes are stored in the cloud and copies may be synced to the devices on which you have downloaded the Peripheral Brain Apps. You are responsible for regularly downloading or otherwise saving copies of Your Notes outside of the Peripheral Brain System, and you acknowledge and agree that we will not be responsible for any losses arising out of your failure to do so.

7.4. Your Responsibilities. You are responsible for maintaining the confidentiality of the Login Credentials used to access your Peripheral Brain Account. You acknowledge and agree that you are responsible for any activities that occur through your Peripheral Brain Account, whether or not authorized by you. You agree to immediately notify us of any security breach associated with your Login Credentials or your Peripheral Brain Account and of any unauthorized use of your Peripheral Brain Account. We will not be liable for your losses caused by any unauthorized use of your Peripheral Brain Account, and you acknowledge and agree that you may be liable for the losses of the Peripheral Brain Parties or others due to such unauthorized use.

8. Service Plans and Paid Services.

8.1. Service Plans. We require each Peripheral Brain Account to be subscribed to one of our Service Plans (each, a “*Service Plan*”), which may include a free trial plan and a paid plan (a “*Paid Plan*”). When you create a Peripheral Brain Account, you will be required to select and subscribe to a Service Plan for your Peripheral Brain Account (your “*Peripheral Brain Subscription*”). We may allow you to subscribe to a Service Plan on a free trial basis, subject to all of the terms and conditions of this Agreement.

8.2. Service Period. The term of this Agreement (the “*Service Period*”) will commence on the date your Peripheral Brain Account is created, and, unless otherwise sooner terminated as provided in this Agreement, will continue until the earlier of (a) the expiration or termination of your Peripheral Brain Subscription, or (b) the closure, deletion, or termination of your Peripheral Brain Account or this Agreement. If you purchase a Peripheral Brain Subscription for a Paid Plan, then your Peripheral Brain Subscription will continue for as long as we provide and support the Peripheral Brain System, including any updates we may make from time to time.

8.3. Payment.

8.3.1. Generally. If you purchase a Peripheral Brain Subscription, you acknowledge and agree that you will provide and maintain complete and accurate billing contact and payment information as requested by Peripheral Brain (your “*Payment Information*”). You may be required to pay for a Peripheral Brain Subscription by credit card, and you authorize us to charge any credit card(s) that you include as part of your Payment Information for all

payments owed for such Peripheral Brain Subscription. Subject to our Privacy Policy, your Payment Information may be transmitted to and stored by a third party payment processor. We currently use Stripe, Inc. (“*Stripe*”), a third party payment processor, to bill you for each Peripheral Brain Subscription. Your Payment Information collected through the Peripheral Brain Website is transmitted directly to Stripe and is not stored by Peripheral Brain. You acknowledge and agree that the processing of payments for Peripheral Brain Subscriptions is subject to the Stripe Terms of Service (<https://stripe.com/us/terms>) and the Stripe Privacy Policy (<https://stripe.com/us/privacy>) and that we are not responsible for any acts or omissions of Stripe.

8.3.2. Fees. You are responsible for making full and complete payment for your Peripheral Brain Subscription. You will pay Peripheral Brain for your Peripheral Brain Subscription when you order the Peripheral Brain Subscription, however, if you initially subscribe to a free trial plan, you will pay Peripheral Brain when the free trial plan automatically converts to paid Service Plan unless you first close your Peripheral Brain Account. You may be required to pay for your Peripheral Brain Subscription by credit card, and you authorize us to charge any credit card(s) that you include as part of your Payment Information for all payments owed for such Peripheral Brain Subscription. In the event of a charge back by a credit card company, or any similar action by a payment provider or payment processor (a “*Charge Back*”), you agree that we may suspend, cancel, close, or terminate your Peripheral Brain Subscription and/or your Peripheral Brain Account.

8.3.3. Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “*Taxes*”). You are responsible for paying all Taxes associated with your Peripheral Brain Subscription. If Peripheral Brain has the legal obligation to pay or collect Taxes for which you are responsible under this Section 8.3.3, we will invoice you for that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority, and you will pay such Taxes within thirty (30) days of receipt of the invoice therefor. For clarity, Peripheral Brain is solely responsible for taxes assessable against it based on its income, property, and employees.

8.4. Cancellations and Refunds. All purchases of Peripheral Brain Subscriptions are final. You may close your Peripheral Brain Account at any time, but we will not issue you a refund. We reserve the right to cancel any Peripheral Brain Subscription at any time and for any reason, including without limitation for your violation of any provision of this Agreement. If we cancel your Peripheral Brain Subscription for any reason other than for a violation of this Agreement, we will issue you a pro-rata refund for the remaining, unused portion of your Peripheral Brain Subscription, which will be your sole and exclusive remedy in the event of such cancellation or termination. (If your Peripheral Brain Subscription is for a Paid Plan, for purposes of this paragraph only, the Service Period of the Paid Plan will be deemed to be 10 years.)

9. Feedback. We encourage you to send us messages, feedback, or data, including, for example, ideas, comments, suggestions, or questions about the Peripheral Brain System or any other

product or service (collectively, “*Feedback*”). You agree not to send us any information or ideas that are sensitive or confidential, and you agree that any Feedback we receive from you will not be considered confidential. You grant us a worldwide, royalty-free, non-exclusive, transferable, sublicensable, perpetual, and irrevocable license to record, use, practice, copy, modify, adapt, create derivative works of, store, host, publish, publicly perform, publicly display, distribute, communicate, and transmit your Feedback in any and all media or distribution methods (now known or later developed), to exercise all Intellectual Property Rights in and to your Feedback. We will be entitled to use the Feedback for any commercial or other purpose whatsoever (including, for example, developing, improving, producing, providing, or marketing products and services) without compensation to you or any other person sending the Feedback, and we will not be under any obligation to tell you if and how we use the Feedback. The provisions of this Section 9 will continue to apply even if you stop using the Peripheral Brain System and will survive the expiration, cancellation, or termination of this Agreement.

10. Intellectual Property Rights.

10.1. Generally. You acknowledge and agree that except as otherwise expressly stated in this Agreement, and except for Your Content, Peripheral Brain (or its licensors) own all Intellectual Property Rights in and to the Peripheral Brain System, together with all content and materials displayed, transmitted, performed, included, or provided on or through the Peripheral Brain System, including without limitation all text, titles, photos, graphics, logos, designs, audio and video transmissions and recordings, and other content (collectively, “*Peripheral Brain Materials*”). Except as otherwise expressly provided in this Agreement, we retain all rights in and to the Peripheral Brain System and the Peripheral Brain Materials. As used in this Agreement, “*Intellectual Property Rights*” means intellectual property rights arising from or in respect of the following, whether protected, created or arising under the laws of the United States or any other jurisdiction: (a) fictional business names, trade names, company and corporate names, trademarks and service marks (whether registered or unregistered, including any applications for registration of any of the foregoing), logos, Internet domain names, and trade dress rights, together with the goodwill associated with any of the foregoing (collectively, “*Marks*”); (b) inventions, patent applications, and patents issued therefrom in the United States and in all other countries, including all continuations, divisionals, continuations-in-part, inventions registrations, re-examinations, registrations, renewals, utility models, reissues and the like corresponding thereto (collectively, “*Patents*”); (c) copyrights and registrations and applications therefor (collectively, “*Copyrights*”); (d) proprietary and confidential information which constitute trade secrets, such as proprietary and confidential know-how, inventions, discoveries, concepts, ideas, methods, processes, designs, formulae, technical data, drawings, specifications, and data bases in each case excluding any of the foregoing to the extent the rights therein comprise or are protected by Copyrights or Patents (collectively, “*Trade Secrets*”); (e) publicity rights, including without limitation the right to use a person’s name, image, photo, portrait, voice, sound-alike, likeness, and persona for advertising, marketing, promotional, trade, business, and commercial purposes (collectively, “*Publicity Rights*”); and (f) moral rights and privacy rights.

10.2. Our Trademarks. The names Peripheral Brain, Medical Peripheral Brain, and Timmons Medical Brain, and the graphics, icons, logos, service names, designs, and layouts associated with the Peripheral Brain System are the trademarks, service marks, or trade dress of Peripheral Brain in the United States and/or other countries. You acknowledge and agree that you will not use any of our Marks (including as part of other marks and/or Internet domain names) in connection with any product or service in any manner that is likely to cause confusion or dilution of our Marks. All other Marks are the property of the respective owners.

11. Claims of Intellectual Property Infringement.

11.1. Generally. We respect the Intellectual Property Rights of others, and we require you and each of our users to do the same. We take claims of infringement of Intellectual Property Rights seriously, and we reserve the right, in our sole discretion, to block, interrupt, delete, or otherwise remove, disable or restrict access to, or refuse to display or transmit (collectively, “*Remove*” or “*Removing*”) any content (including without limitation, text, photos, graphics, audio, video, and other materials) you or any other person uploads, posts, sends, submits, transmits, or otherwise transfers to or through the Peripheral Brain System (collectively, “*User Content*”). In appropriate cases and in our sole discretion, we may Remove User Content if properly notified that such User Content infringes a third party’s Intellectual Property Rights. It is our policy, in appropriate circumstances, to disable and/or close Peripheral Brain Accounts (as defined in our Privacy Policy) of users who are repeat infringers. Without limiting any of our rights to take other action described in this Agreement, including without limitation, immediately Removing or modifying Infringing Content (as defined below) without notice, we will, within a reasonable period of time following our receipt in writing of a final, non-appealable court order finding that specific User Content infringes a third party’s Intellectual Property Rights (“*Infringing Content*”), Remove or modify such Infringing Content in the jurisdictions to which such order applies.

11.2. Reporting Claims of Copyright Infringement.

11.2.1. Digital Millennium Copyright Act (DMCA) Notice Procedures. Peripheral Brain will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or through the Peripheral Brain System infringe your copyright, you may request removal of those materials (or access thereto) from the Peripheral Brain System by submitting written notification to the Peripheral Brain Intellectual Property Agent (designated below). In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (the “*DMCA*”), the written notice (the “*DMCA Notice*”) must include substantially the following:

- Your physical or electronic signature;
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Service, a representative list of such works;

- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material;
- Adequate information by which we can contact you (such as your name, mailing address, telephone number, and, if available, an e-mail address);
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law;
- A statement that the information in the written notice is accurate; and
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Peripheral Brain’s designated Intellectual Property Agent to receive DMCA Notices is:

Andrew B. Stockment
 Flora Pettit PC
 530 East Main Street
 P.O. Box 2057
 Charlottesville, VA 22902
 434-979-1400
DMCA-clientnotices@fplegal.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Peripheral Brain System is infringing your copyright, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

11.2.2. DMCA Counter-Notification Procedures. If you believe that your User Content was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with Peripheral Brain (a “*DMCA Counter-Notice*”) by submitting written notification to the Peripheral Brain Intellectual Property Agent (identified above). Pursuant to the DMCA, the DMCA Counter-Notice must include substantially the following:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled;
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled;

- Your name, address, and telephone number (and if you wish to facilitate our ability to contact you, your e-mail address); and
- A statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if your address is outside of the United States, for any judicial district in which Peripheral Brain may be found), and that you will accept service of process from the person who provided us with the DMCA Notice at issue.

The DMCA allows Peripheral Brain to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your DMCA Counter-Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the Peripheral Brain System was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

11.3. Reporting Claims of Other Intellectual Property Infringement. If you believe any User Content accessible on or through the Peripheral Brain System infringes your Intellectual Property Rights (other than your copyrights), you may request removal of the User Content (or access thereto) from the Peripheral Brain System by submitting written notification to the Peripheral Brain Intellectual Property Agent (designated above). The written notice (an "*Infringement Notice*") must include all of the following:

- Your physical or electronic signature.
- Identification and description of the Intellectual Property Rights you believe to have been infringed. If you are reporting a claim of trademark infringement, your written notice must identify the exact trademark, service mark, or other mark (and if the mark is anything other than standard characters, you must include a copy of the mark), a description of the goods or services for which you believe you have trademark rights, the registration number and office of registration (if applicable), and a description of the reason why you believe the User Content ("*Alleged Infringing Content*") causes a likelihood of confusion with or dilution of your mark.
- Identification of the Alleged Infringing Content you believe to be infringing in a sufficiently precise manner to allow us to locate it. Adequate information by which we can contact you (such as your name, mailing address, telephone number, and, if available, an e-mail address).
- A statement that you have a good faith belief that use of the Alleged Infringing Content is not authorized by the owner of the Intellectual Property Rights, the owner's agent, or the law.
- A statement that the information in the written notice is accurate.

- A statement, under penalty of perjury, that you are the authorized owner of the Intellectual Property Rights or that you are authorized to act on behalf of the owner of the Intellectual Property Rights.

Upon receipt of an Infringement Notice, we may act in any manner that we deem reasonable and appropriate, including without limitation, temporarily or permanently Removing the Alleged Infringing Content described in such Infringement Notice. However, we will generally endeavor to provide a copy of the Infringing Notice to the user who is responsible for the applicable Alleged Infringing Content (the “*Responsible Party*”) and request that such Responsible Party provide a written response to the party alleging infringement (the “*Asserting Party*”) or to us, in which case we will forward such response to the Asserting Party, together with the Responsible Party’s contact information (name, address and e-mail address). If the Responsible Party’s response is not satisfactory to the Asserting Party, or the Responsible Party fails to respond within ten (10) business days of the date we forward the Infringement Notice, we may disclose, if known, the name, address, e-mail address, and other contact information of such Responsible Party to the Asserting Party, in which case, such Responsible Party and such Asserting Party shall communicate directly to resolve the matters alleged in such Infringement Notice. Thereafter, but without limiting our rights to take any other action that we deem appropriate or reasonable (including Removing the Alleged Infringing Content), we shall Remove or otherwise act with respect to the Alleged Infringing Content upon a written direction from both the Asserting Party and the Responsible Party or in accordance with Section 11.1 above.

PERIPHERAL BRAIN HAS NO RESPONSIBILITY OR LIABILITY TO ANY PERSON FOR REMOVING ANY USER CONTENT OR OTHER CONTENT OR MATERIALS. YOU AND EACH USER EXPRESSLY AND FOREVER WAIVE ALL CLAIMS AGAINST THE PERIPHERAL BRAIN PARTIES ARISING OUT OF OR RELATING TO THE TEMPORARY OR PERMANENT SUSPENSION OR REMOVAL OF ANY USER CONTENT OR OTHER CONTENT OR MATERIALS.

You agree that if you knowingly materially misrepresent that User Content or activity on the Peripheral Brain System is infringing Intellectual Property Rights, you will be held liable for (and will reimburse and pay the Peripheral Brain Parties for) costs and fees (including attorneys’ fees) and other damages incurred by Peripheral Brain in reviewing, investigating, addressing, and responding to your written notice and the claims made in such notice.

12. Indemnification. As used in this Agreement, “*Affiliate*” (collectively, “*Affiliates*”) means, with respect to a person, any other person directly or indirectly controlling, controlled by or under common control with the subject person, and “*Peripheral Brain Parties*” means Peripheral Brain, its Affiliates, and the officers, directors, shareholders, members, managers, employees, attorneys, and agents of any of the foregoing. You agree to indemnify, defend, and hold harmless the Peripheral Brain Parties from, against, and with respect to any and all liabilities, claims, losses, damages (including without limitation property damage and all incidental, consequential, punitive, special, and exemplary damages), injuries (including without limitation personal injury, sickness, and death), interest, fines, taxes, premiums, assessments, penalties, costs, and expenses

(collectively, “*Claims*”), including without limitation any and all attorneys’ fees, paraprofessionals’ fees, and expenses incurred in the defense of Claims (whether or not a suit is instituted and, if so instituted, through all trial and appellate levels), arising out of or related to: (a) your use of and access to the Peripheral Brain System or the Peripheral Brain Materials; (b) the use of your Peripheral Brain Account (whether by you or any other person); (c) your breach or violation of any provision of this Agreement (including our Privacy Policy); (d) our exercise of any rights or licenses granted by you to us (including the use of Your Content and Feedback); (e) any inaccuracy in or breach of any of the representations or warranties made by you; (f) your violation or alleged violation of any law or infringement of any third party right, including without limitation any Intellectual Property Rights or privacy rights; (g) your negligence, recklessness, or willful misconduct; or (h) any claim that your use of the Peripheral Brain System or the Peripheral Brain Materials caused damage to a third party. Peripheral Brain will have the exclusive right: (i) to select legal counsel to defend Claims, (ii) to direct the defense or settlement of Claims, (iii) to make, accept, or reject any offers of settlement of Claims, (iv) to enter into any settlement, and (v) to admit or deny fault or liability. Your obligations under this Section 12 will continue even if you stop using the Peripheral Brain System and will survive the end of the Service Period and the deletion, closure, expiration, or termination of your Peripheral Brain Account or this Agreement.

13. Disclaimers and Limitation of Liability - *PLEASE READ CAREFULLY: This Section 13 limits the liability of the Peripheral Brain Parties. The provisions of this Section apply to the maximum extent permitted under applicable law. Some jurisdictions do not permit the limitation of liability in contracts or the disclaimers of implied warranties, so some or all of the provisions of this Section 13 may not apply to you.*

13.1. You understand that we cannot and do not guarantee or warrant that content or materials available for downloading from the Internet or transmitted through or linked to from the Peripheral Brain System will be free of viruses, malware, or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus and anti-malware protection and for maintaining a means for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, MALWARE, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT, DAMAGE, OR DELETE YOUR DEVICES OR DATA DUE TO YOUR USE OF THE PERIPHERAL BRAIN SYSTEM OR YOUR ACCESSING OR DOWNLOADING ANY PERIPHERAL BRAIN APPS, PERIPHERAL BRAIN MATERIALS, OR OTHER MATERIALS AVAILABLE ON OR THROUGH THE PERIPHERAL BRAIN SYSTEM OR LINKED TO FROM THE PERIPHERAL BRAIN WEBSITE.

13.2. While we will make reasonable efforts to provide accurate and timely information and content on the Peripheral Brain System, you should not assume that any content or information provided (including any Peripheral Brain Materials) is always up-to-date, accurate, or complete, or that the Peripheral Brain System contains all of the relevant information available. We make no representations, warranties, or assurances as to the accuracy, currency, or

completeness of the Peripheral Brain System or of any Peripheral Brain Materials, and we disclaim any and all responsibility or liability related thereto. Your use of, and reliance upon, any Peripheral Brain Materials is at your sole risk.

13.3. You understand and agree that you will take full responsibility for any and all patient care or treatment decisions that you make and that you will rely on your own, independent, professional medical judgment and not on the information or content provided in the Peripheral Brain System or the Peripheral Brain Materials. You acknowledge and agree that Peripheral Brain is not responsible for: (a) medication/drug doses, monitoring, or recommendations to use such medication or drugs; (b) spelling or grammatical errors that could cause confusion or result in a treatment error; (c) clinical decisions based on concepts or instructions that are, or that seem to be, unclear in the text; (d) information that is incorrect or not current or up-to-date; or (e) other errors or malfunctions of the Peripheral Brain System.

13.4. TO THE FULLEST EXTENT PERMITTED BY LAW, WE HAVE NO LIABILITY OF ANY KIND TO YOU OR OTHERS AS A RESULT OF ANY LOSS, THEFT, DELETION, DESTRUCTION, ALTERATION, OR CORRUPTION OF, DAMAGE, UNAUTHORIZED ACCESS TO, OR FAILURE TO TRANSMIT, STORE, SAVE, BACKUP, EXPORT, DOWNLOAD, OR ENCRYPT ANY ACCOUNT INFORMATION, YOUR CONTENT (INCLUDING YOUR NOTES), OR ANY DATA OR FILES STORED ON ANY DEVICE USED TO ACCESS THE PERIPHERAL BRAIN SYSTEM OR STORED IN ANY THIRD PARTY SERVICE OR ACCOUNT CONNECTED TO YOUR PERIPHERAL BRAIN ACCOUNT.

13.5. YOUR USE OF THE PERIPHERAL BRAIN SYSTEM, THE PERIPHERAL BRAIN MATERIALS, AND ALL CONTENT AND INFORMATION THAT IS PROVIDED OR CAN BE ACCESSED USING THE PERIPHERAL BRAIN SYSTEM IS AT YOUR OWN RISK AND ALL OF THE FOREGOING ARE PROVIDED “AS IS”, “WITH ALL FAULTS” AND “AS AVAILABLE”, AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED.

13.6. THE PERIPHERAL BRAIN PARTIES HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND RELATING TO THE PERIPHERAL BRAIN SYSTEM, THE PERIPHERAL BRAIN MATERIALS, AND ALL CONTENT AND INFORMATION THAT IS PROVIDED OR CAN BE ACCESSED USING THE PERIPHERAL BRAIN SYSTEM, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. NONE OF THE PERIPHERAL BRAIN PARTIES MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, COMPLETENESS, APPROPRIATENESS, LEGALITY, SAFETY, OR AVAILABILITY OF THE PERIPHERAL BRAIN SYSTEM, THE PERIPHERAL BRAIN MATERIALS, OR ANY CONTENT OR INFORMATION THAT IS PROVIDED ON, OR WHICH CAN BE ACCESSED USING, THE PERIPHERAL BRAIN SYSTEM. WITHOUT LIMITING THE FOREGOING, NONE OF THE

PERIPHERAL BRAIN PARTIES REPRESENTS OR WARRANTS THAT THE PERIPHERAL BRAIN SYSTEM, THE PERIPHERAL BRAIN MATERIALS, OR ANY CONTENT OR INFORMATION THAT IS PROVIDED ON, OR WHICH CAN BE ACCESSED USING, THE PERIPHERAL BRAIN SYSTEM WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE PERIPHERAL BRAIN SYSTEM OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE PERIPHERAL BRAIN SYSTEM, THE PERIPHERAL BRAIN MATERIALS, OR ANY CONTENT OR INFORMATION THAT IS PROVIDED, OR WHICH CAN BE ACCESSED USING, THE PERIPHERAL BRAIN SYSTEM WILL OTHERWISE MEET ANY OF YOUR NEEDS OR EXPECTATIONS.

13.7. TO THE FULLEST EXTENT PERMITTED BY LAW, NONE OF THE PERIPHERAL BRAIN PARTIES WILL HAVE ANY LIABILITY FOR LOST PROFITS, LOST OPPORTUNITIES, REDUCTION IN PORTFOLIO VALUE, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES SUFFERED BY YOU OR ANY OTHER PERSON ARISING OUT OF, RELATED TO, OR ASSOCIATED WITH (A) THE USE OF THE PERIPHERAL BRAIN SYSTEM OR THE PERIPHERAL BRAIN MATERIALS BY YOU OR ANY OTHER PERSON, OR (B) THE OPERATION OR MALFUNCTION OF THE PERIPHERAL BRAIN SYSTEM, REGARDLESS OF WHETHER OR NOT THE PERIPHERAL BRAIN PARTIES (OR ANY OTHER PERSONS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.8. TO THE FULLEST EXTENT PERMITTED BY LAW, THE LIABILITY OF THE PERIPHERAL BRAIN PARTIES TO YOU OR ANY OTHER PERSON FOR ANY REASON AND UPON ANY CAUSE OF ACTION (WHETHER BASED IN TORT, CONTRACT, OR ON ANY LEGAL OR EQUITABLE GROUND OR THEORY OF RECOVERY) ARISING OUT OF OR RELATING TO YOUR USE OF THE PERIPHERAL BRAIN SYSTEM, THE PERIPHERAL BRAIN MATERIALS, AND/OR ANY OTHER PERIPHERAL BRAIN PRODUCTS OR SERVICES, WILL BE LIMITED TO THE LESSER OF YOUR ACTUAL DAMAGES OR THE TOTAL FEES PAID BY YOU TO PERIPHERAL BRAIN PURSUANT TO THIS THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING SUCH LIABILITY. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, TORT, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, NONINFRINGEMENT, AND OTHER CAUSES OF ACTION OR ALLEGATIONS.

13.9. You and Peripheral Brain acknowledge that the disclaimers and limitations of liability in this Section 13 represent the bargained for allocations of risk, and that the consideration received by Peripheral Brain from you under this Agreement represents such allocations of risk. You acknowledge and agree: (a) that neither Peripheral Brain nor any person or entity acting, or purporting to act, on behalf of Peripheral Brain has made any representations to you other than those representations expressly made by Peripheral Brain in this Agreement,

and (b) that in connection with your acceptance of this Agreement, you have not relied upon any representations made by Peripheral Brain or any person or entity acting, or purporting to act, on behalf of Peripheral Brain other than those representations and warranties expressly made by Peripheral Brain in this Agreement.

13.10. SOME JURISDICTIONS EITHER DO NOT ALLOW OR OTHERWISE LIMIT THE PERMISSIBLE SCOPE OF DISCLAIMERS AND LIMITATIONS SUCH AS THOSE APPEARING IN THIS SECTION 13. ACCORDINGLY, SOME OF THE LIMITATIONS AND DISCLAIMERS APPEARING IN THIS SECTION MAY NOT APPLY TO YOU. THE PROVISIONS OF THIS SECTION 13 WILL CONTINUE TO APPLY EVEN IF YOU STOP USING THE PERIPHERAL BRAIN SYSTEM AND WILL SURVIVE THE END OF THE SERVICE PERIOD AND THE DELETION, CLOSURE, EXPIRATION, OR TERMINATION OF YOUR PERIPHERAL BRAIN ACCOUNT OR THIS AGREEMENT.

14. Governing Law and Interpretation. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia and the applicable federal laws of the United States, without regards to the conflicts of law provisions of any jurisdiction. Without limiting the foregoing provision, the parties agree that the Virginia Uniform Computer Information Transactions Act, Virginia Code §§ 59.1-501.1 *et seq.* (“UCITA”), is expressly excluded from this Agreement and that any and all terms contained in UCITA will have no force and effect on any portion of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by Peripheral Brain and you, and no presumptions or burden of proof will arise favoring or disfavoring Peripheral Brain or you by virtue of authorship of any of the provisions of this Agreement. We retain all rights at law and in equity to enforce the provisions of this Agreement in accordance with applicable laws.

15. Dispute Resolution – PLEASE READ CAREFULLY: This Section 15 includes important provisions that affect your legal rights, including a waiver of the right to a jury, a limitation of the period of time for bringing a claim against us, and an agreement that any court proceedings will take place only in Virginia.

15.1. Injunctive Relief. You acknowledge and agree that any violation of this Agreement may cause irreparable harm to the Peripheral Brain Parties, for which monetary damages would not be an adequate remedy. Therefore, you agree that: (a) Peripheral Brain will be entitled to immediate injunctive relief to enjoin any actual, suspected, threatened, or potential violation by you of this Agreement; (b) Peripheral Brain will be entitled to such injunctive relief without any obligation (i) to post a bond or other security, or (ii) to prove actual damages or to prove that monetary damages will not provide an adequate remedy; and (c) you will not oppose or otherwise challenge the appropriateness of injunctive relief or the entry by a court of competent jurisdiction of an order granting injunctive relief.

15.2. Time Period for Bringing Claims. YOU MUST COMMENCE OR FILE ANY CLAIM OR ACTION ARISING OUT OF OR RELATING TO (A) THIS AGREEMENT, (B) THE PERIPHERAL BRAIN SYSTEM AND/OR THE PERIPHERAL BRAIN MATERIALS (OR THE USE OF ANY OF THE FOREGOING BY YOU OR ANY OTHER PERSON), (C) THE PERFORMANCE OR NON-PERFORMANCE BY PERIPHERAL BRAIN OF ANY OF OBLIGATIONS UNDER THIS AGREEMENT, OR (D) ACTUAL OR ALLEGED INFRINGEMENT BY ANY OF THE PERIPHERAL BRAIN PARTIES, THE PERIPHERAL BRAIN SYSTEM, OR THE PERIPHERAL BRAIN MATERIALS OF ANY INTELLECTUAL PROPERTY RIGHTS WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CLAIM OR CAUSE OF ACTION IS PERMANENTLY BARRED. YOU EXPRESSLY WAIVE THE RIGHT TO COMMENCE OR FILE ANY SUCH CLAIM OR ACTION UNDER ANY LONGER STATUTE OF LIMITATIONS.

15.3. Venue. Any and all claims and disputes arising out of or relating to (a) this Agreement, (b) the Peripheral Brain System, the Peripheral Brain Materials, and/or any other Peripheral Brain products or services (or the use of any of the foregoing by you or any other person), (c) the performance or non-performance by you or Peripheral Brain of any of obligations under this Agreement, or (d) actual or alleged infringement by you, any of the Peripheral Brain Parties or Affiliates, the Peripheral Brain System, or the Peripheral Brain Materials of any Intellectual Property Rights, will be commenced and maintained only in a state or federal court of competent subject matter jurisdiction situated or located in Rockingham County, Virginia or the City of Harrisonburg, Virginia. YOU AND PERIPHERAL BRAIN BOTH CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN ANY SUCH COURT (AND IN ANY OF THE APPROPRIATE APPELLATE COURTS THEREFROM) AND IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION (INCLUDING WITHOUT LIMITATION ANY OBJECTION BASED ON INCONVENIENT FORUM) WHICH YOU OR PERIPHERAL BRAIN MAY NOW OR HEREAFTER HAVE TO VENUE IN ANY SUCH COURT.

15.4. Waiver of Jury Trial. YOU AND PERIPHERAL BRAIN IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT YOU OR PERIPHERAL BRAIN MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO (A) THIS AGREEMENT, (B) THE PERIPHERAL BRAIN SYSTEM, THE PERIPHERAL BRAIN MATERIALS, AND/OR ANY OTHER PERIPHERAL BRAIN SERVICES (OR THE USE OF ANY OF THE FOREGOING BY YOU OR ANY OTHER PERSON), (C) THE PERFORMANCE OR NON-PERFORMANCE BY YOU OR PERIPHERAL BRAIN OF ANY OF OBLIGATIONS UNDER THIS AGREEMENT, OR (D) ACTUAL OR ALLEGED INFRINGEMENT BY YOU, ANY OF THE PERIPHERAL BRAIN PARTIES OR AFFILIATES, THE PERIPHERAL BRAIN SYSTEM, OR THE PERIPHERAL BRAIN MATERIALS OF ANY INTELLECTUAL PROPERTY RIGHTS. YOU CERTIFY AND ACKNOWLEDGE THAT: (1) NONE OF THE PERIPHERAL BRAIN PARTIES HAS REPRESENTED, EXPRESSLY OR OTHERWISE,

THAT PERIPHERAL BRAIN WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (2) YOU HAVE CAREFULLY CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (3) YOU ARE MAKING THIS WAIVER KNOWINGLY AND VOLUNTARILY; AND (4) YOU HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS IN THIS SECTION.

16. Acceptable Use Policy.

16.1. Excessive Resources. If your use of the Peripheral Brain System uses or requires substantially more bandwidth, RAM, or storage resources than the average Peripheral Brain customer, we reserve the right, upon notice to you, to require you to pay additional usage fees, to limit or throttle your access to the Peripheral Brain System and/or to suspend or close your Peripheral Brain Account.

16.2. Safety and Rights of Others. You agree that you will not:

16.2.1. Transmit spam, junk mail, chain letters, pyramid schemes, or the like through the Peripheral Brain System;

16.2.2. Transmit through the Peripheral Brain System any other person's private or sensitive information, including, for example, health information, Social Security numbers or taxpayer identification numbers, passport numbers, driver's license numbers or other government-issued identification numbers, bank account numbers, credit or debit card numbers, login or authentication credentials (such as passwords), non-public contact information (including phone numbers, street or mailing addresses, and e-mail addresses), addresses or locations that are considered and treated as private, images or videos that are considered and treated as private under applicable laws, or other similar information;

16.2.3. Submit any content that is obscene, defamatory, libelous, slanderous, threatening, harassing, abusive, embarrassing, hateful, or racially or ethnically offensive to any other person, or that is unlawful or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; or

16.2.4. Use the Peripheral Brain System to impersonate any person.

16.3. No Disruptive Activities. We want all of our users to enjoy a high quality experience when using the Peripheral Brain System. You agree that you will not:

16.3.1. Send any content or materials to or through the Peripheral Brain System that do not comply with this Agreement;

16.3.2. Access or use the Peripheral Brain System using Peripheral Brain Account of another user;

16.3.3. Circumvent, compromise, or undermine the security or integrity of the Peripheral Brain System, or attempt to do so;

16.3.4. Probe, scan, or test the vulnerability of the Peripheral Brain System, or any systems, networks, servers, computers, devices, or equipment owned or controlled by any of the Peripheral Brain Parties or our users;

16.3.5. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any part of the Peripheral Brain System, or any server, network, computer, device, system, or database owned or controlled by any of the Peripheral Brain Parties (or any Peripheral Brain user) or related to, associated with, or connected to the Peripheral Brain System;

16.3.6. Use any automated device, process, or means (such as robots or spiders) to access or use the Peripheral Brain System for any purpose, including monitoring or copying any Peripheral Brain Materials;

16.3.7. Attack the Peripheral Brain System via a denial-of-service or distributed denial-of-service attack;

16.3.8. Use the Peripheral Brain System in any manner that we believe could disable, overburden, damage, impair, or interfere with the proper operation of the Peripheral Brain System;

16.3.9. Interfere with or disrupt the performance or integrity of the Peripheral Brain System or any data transmitted by or through the Peripheral Brain System;

16.3.10. Engage in any other conduct that, in our determination, restricts or inhibits anyone's use or enjoyment of the Peripheral Brain System or that may harm any of the Peripheral Brain Parties or our users or expose the Peripheral Brain Parties or our users to liability; or

16.3.11. Transmit any viruses, Trojan horses, worms, malware, or other material which is malicious or technologically harmful through the Peripheral Brain System.

17. Termination. You acknowledge and agree that we may, at any time, without any liability to you, discontinue (and stop providing and supporting) the Peripheral Brain System. We reserve the right, without any liability to you, to modify, suspend, disable, delete, close, or terminate your Peripheral Brain Account or Your Content (in whole or in part), and to suspend or terminate your permission to access and use the Peripheral Brain System for violation of this Agreement, or for any other reason. If you wish to end your relationship with us, you may request the closure of your Peripheral Brain Account at any time by contacting us at info@medicalperipheralbrain.com . This Agreement and all rights and permission granted by Peripheral Brain to you will automatically terminate upon the closure, deletion, or termination of your Peripheral Brain Account. Any termination, cancellation, or expiration of this Agreement notwithstanding (and notwithstanding the closure, deletion, or termination of your Peripheral Brain Account or your stopping using the Peripheral Brain System), Sections 6.3, 10, 12, 13, 14,

15, and 16, and any other provisions which are by their terms intended to survive and continue will so survive and continue.

18. Miscellaneous.

18.1. Relationship Between You and Peripheral Brain; No Third-Party Beneficiaries. Nothing in this Agreement will be construed as creating any partnership, joint venture, franchise, employment relationship, or agency relationship in any way between you and any of the Peripheral Brain Parties. You will not have apparent or actual authority to bind any of the Peripheral Brain Parties to any debt, contract, or other arrangement. Nothing in this Agreement is intended, nor will be deemed, to confer any rights or remedies upon any person other than the Peripheral Brain Parties and you.

18.2. Further Assurances. You agree to execute, acknowledge, and deliver all such further documents, and take such further action, as may be reasonably required to carry out and consummate the transactions contemplated by this Agreement.

18.3. Non-Waiver; Severability. The failure of you or Peripheral Brain to exercise or enforce any right or provision of this Agreement will not operate as a waiver of your or our right to do so later. If any provision of this Agreement is finally determined to be void, unenforceable, invalid, or otherwise contrary to law or equity, you and Peripheral Brain agree to reform (or as necessary, authorize the arbitrator(s) or court to reform) this Agreement to the extent necessary to cure (or if necessary, delete) such provision, and that the remainder of this Agreement that can be given effect without the benefit of such provision will be given effect.

18.4. No Assignment. This Agreement is personal to you. Neither this Agreement nor any of your rights or obligations may be sold, transferred, delegated, or assigned by you without our prior written consent, and any attempt to do so without such consent will be void, and no rights will devolve by operation of law or otherwise upon any assignee, receiver, liquidator, trustee, or other person. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, assigns, and legal representatives.

18.5. Headings. The descriptive headings in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

18.6. Entire Agreement. This Agreement contain the entire agreement and understanding between you and us with respect to the transactions contemplated hereby, and this Agreement supersedes and replaces any other prior or contemporaneous agreements, terms, or conditions applicable to the subject matter of this Agreement.

19. Contacting Us. If you have any questions about this Agreement (including our Privacy Policy), the Peripheral Brain System, or your Peripheral Brain Account, you may contact us by email at info@medicalperipheralbrain.com.