

Last Updated: June 8, 2022

Welcome, and thank you for your interest in Evidation Health, Inc. (“**Evidation**,” “**we**,” or “**us**”) and the mobile application provided by us in connection with the Study (as defined below), and our associated services (the “**Service**”). These Terms of Service are a legally binding contract between you and Evidation regarding your use of the Service.

PLEASE READ THE FOLLOWING TERMS CAREFULLY.

BY CLICKING “I ACCEPT,” OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING EVIDATION’S PRIVACY POLICY (TOGETHER, THESE “**TERMS**”). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE. YOUR USE OF THE SERVICE, AND EVIDATION’S PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY EVIDATION AND BY YOU TO BE BOUND BY THESE TERMS.

1. Evidation Service Overview. Evidation is a healthcare technology company that empowers individuals to participate in research and better health outcomes through the use of digital technology. Evidation is partnering with The Feinstein Institutes for Medical Research (an affiliate of Northwell Health, Inc.) (“**FIMR**”) with respect to the study being conducted by FIMR under the protocol: Acceptability and Feasibility of Leveraging Person Generated Health Data (PGHD) to Uncover New Ways to Improve Northwell Patients’ Cardiology and Behavioral Health Outcomes, IRB # 22-0029 (the “**Study**”) being conducted by FIMR. The Service is being provided to you by Evidation in order to enable FIMR to actively and passively collect information to build insights which aid FIMR’s research efforts.

2. Eligibility. You must be invited by a FIMR study coordinator to use the Service. You must be at least 18 years old to use the Service. By agreeing to these Terms, you represent and warrant to Evidation that: (a) you have been invited by a study coordinator to use the Service; (b) you are at least 18 years old; (c) you have not previously been suspended or removed from the Service;

and (d) your registration and your use of the Service is in compliance with any and all applicable laws and regulations.

3. Accounts and Registration. To access the Service, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as your name, email address, or phone number. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you believe that your account is no longer secure, then you must immediately notify us at support@evidation.

4. Licenses.

4.1 Limited License. Subject to your complete and ongoing compliance with these Terms, Evidation grants you, solely for your personal, non-commercial use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to: (a) install and use one object code copy of any mobile application associated with the Service obtained from a legitimate marketplace (whether installed by you or pre-installed on your mobile device by the device manufacturer) on a mobile device that you own or control; and (b) access and use the Service.

4.2 License Restrictions. Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, or publicly perform the Service; (b) make modifications to the Service; or (c) interfere with or circumvent any feature of the Service, including any security or access control mechanism. If you are prohibited under applicable law from using the Service, you may not use it.

4.3 Feedback. If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Service (“**Feedback**”), then you hereby grant Evidation an unrestricted, sublicensable, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services.

5. Ownership; Proprietary Rights. The Service is operated by Evidation. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service ("**Materials**") provided by Evidation are protected by intellectual property and other laws. All Materials included in the Service are the property of Evidation or its third party licensors. Except as expressly authorized by Evidation, you may not make use of the Materials. Evidation reserves all rights to the Materials not granted expressly in these Terms.

6. Third Party Terms.

6.1 Third Party Services and Linked Websites. Evidation may provide tools through the Service that enable you to export information, including User Content, to third party services. Such export to third party services will not occur, however, without your written consent. Third party services are not under Evidation's control, and, to the fullest extent permitted by law, Evidation is not responsible for any third party service's use of your exported information except to the extent caused by the negligence of Evidation. The Service may also contain links to third party websites or recommendations to use third party device tools. Linked websites or third party device tools are not under Evidation's control, and Evidation is not responsible for their content. Use of any third party services or websites or third party device tools is governed by those third parties' terms of service. Please read the Evidation Privacy Policy carefully for information relating to our collection, use, storage, disclosure of your personal information to third parties.

6.2 Third Party Software. The Service may include or incorporate third party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute those components ("**Third Party Components**"). Although the Service is provided to you subject to these Terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining Third Party Components under the applicable third party licenses or to limit your use of Third Party Components under those third party licenses.

7. User Content.

7.1 User Content Generally. Certain features of the Service may permit users to upload content to the Service, including video, data, text, and other types of works (“**User Content**”). You retain any copyright and other proprietary rights that you may hold in the User Content that you post to the Service.

7.2 Limited License Grant to Evidation. By providing User Content to or via the Service, you grant Evidation a worldwide, non-exclusive, irrevocable, royalty-free, fully paid right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify for the purpose of formatting for display, and distribute your User Content, in whole or in part, in any media formats and through any media channels now known or hereafter developed. Please read the Evidation Privacy Policy carefully for information relating to our collection, use, storage, disclosure of your personal information.

7.3 User Content Representations and Warranties. Evidation disclaims any and all liability in connection with User Content except to the extent caused by the negligence of Evidation. You are solely responsible for your User Content and the consequences of providing User Content via the Service except to the extent caused by the negligence of Evidation. By providing User Content via the Service, you affirm, represent, and warrant that:

A. YOU ARE THE CREATOR AND OWNER OF THE USER CONTENT, OR HAVE THE NECESSARY LICENSES, RIGHTS, CONSENTS, AND PERMISSIONS TO AUTHORIZE EVIDATION AND USERS OF THE SERVICE TO USE AND DISTRIBUTE YOUR USER CONTENT AS NECESSARY TO EXERCISE THE LICENSES GRANTED BY YOU IN THIS SECTION, IN THE MANNER CONTEMPLATED BY EVIDATION, THE SERVICE, AND THESE TERMS;

B. YOUR USER CONTENT, AND THE USE OF YOUR USER CONTENT AS CONTEMPLATED BY THESE TERMS, DOES NOT AND WILL NOT: (I) INFRINGE, VIOLATE, OR MISAPPROPRIATE ANY THIRD PARTY RIGHT, INCLUDING ANY COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET, MORAL RIGHT, PRIVACY RIGHT, RIGHT OF PUBLICITY, OR ANY OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHT; (II) SLANDER, DEFAME, LIBEL, OR INVADE THE RIGHT OF PRIVACY, PUBLICITY OR

OTHER PROPERTY RIGHTS OF ANY OTHER PERSON; OR (III) CAUSE EVIDATION TO VIOLATE ANY LAW OR REGULATION; AND

C. YOUR USER CONTENT COULD NOT BE DEEMED BY A REASONABLE PERSON TO BE OBJECTIONABLE, PROFANE, INDECENT, PORNOGRAPHIC, HARASSING, THREATENING, EMBARRASSING, HATEFUL, OR OTHERWISE INAPPROPRIATE.

7.4 User Content Disclaimer. We are under no obligation to edit or control User Content that you or other users post or publish, and Evidation has no intent to compensate you for any damage to you or effects caused by such User Content. Evidation may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms or is otherwise objectionable. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, Evidation does not permit copyright-infringing activities on the Service.

7.5 Monitoring Content. Evidation does not control and does not have any obligation to monitor: (a) User Content; (b) any content made available by third parties; or (c) the use of the Service by its users. You acknowledge and agree that Evidation reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Service for operational and other purposes. If at any time Evidation chooses to monitor the content, Evidation still assumes no responsibility or liability for content or any loss or damage incurred as a result of the use of content except to the extent caused by the negligence of Evidation. During monitoring, information may be examined, recorded, copied, and used in accordance with the Evidation Privacy Policy.

8. Prohibited Conduct. BY USING THE SERVICE YOU AGREE NOT TO:

A. USE THE SERVICE FOR ANY ILLEGAL PURPOSE OR IN VIOLATION OF ANY LOCAL, STATE, NATIONAL, OR INTERNATIONAL LAW;

B. HARASS, THREATEN, DEMEAN, EMBARRASS, OR OTHERWISE HARM ANY OTHER USER OF THE SERVICE;

C. VIOLATE, OR ENCOURAGE OTHERS TO VIOLATE, ANY RIGHT OF A THIRD PARTY, INCLUDING BY INFRINGING OR MISAPPROPRIATING ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT;

D. INTERFERE WITH SECURITY-RELATED FEATURES OF THE SERVICE, INCLUDING BY: (I) DISABLING OR CIRCUMVENTING FEATURES THAT PREVENT OR LIMIT USE OR COPYING OF ANY CONTENT; OR (II) REVERSE ENGINEERING OR OTHERWISE ATTEMPTING TO DISCOVER THE SOURCE CODE OF ANY PORTION OF THE SERVICE EXCEPT TO THE EXTENT THAT THE ACTIVITY IS EXPRESSLY PERMITTED BY APPLICABLE LAW;

E. INTERFERE WITH THE OPERATION OF THE SERVICE OR ANY USER'S ENJOYMENT OF THE SERVICE, INCLUDING BY: (I) UPLOADING OR OTHERWISE DISSEMINATING ANY VIRUS, ADWARE, SPYWARE, WORM, OR OTHER MALICIOUS CODE; (II) MAKING ANY UNSOLICITED OFFER OR ADVERTISEMENT TO ANOTHER USER OF THE SERVICE; (III) COLLECTING PERSONAL INFORMATION ABOUT ANOTHER USER OR THIRD PARTY WITHOUT CONSENT; OR (IV) INTERFERING WITH OR DISRUPTING ANY NETWORK, EQUIPMENT, OR SERVER CONNECTED TO OR USED TO PROVIDE THE SERVICE;

F. PERFORM ANY FRAUDULENT ACTIVITY INCLUDING IMPERSONATING ANY PERSON OR ENTITY, CLAIMING A FALSE AFFILIATION, ACCESSING ANY OTHER SERVICE ACCOUNT WITHOUT PERMISSION, OR FALSIFYING YOUR AGE OR DATE OF BIRTH;

G. SELL OR OTHERWISE TRANSFER THE ACCESS GRANTED UNDER THESE TERMS OR ANY MATERIALS (AS DEFINED IN SECTION 5) OR ANY RIGHT OR ABILITY TO VIEW, ACCESS, OR USE ANY MATERIALS; OR

H. ATTEMPT TO DO ANY OF THE ACTS DESCRIBED IN THIS SECTION 8 OR ASSIST OR PERMIT ANY PERSON IN ENGAGING IN ANY OF THE ACTS DESCRIBED IN THIS SECTION 8.

9. Intentionally Omitted

10. Term, Termination and Modification of the Service.

10.1 Term. These Terms are effective beginning when you accept the Terms or first download, install, access, or use the Service, and ending when terminated as described in Section 10.2.

10.2 Termination. If you violate any provision of these Terms, your authorization to access the Service and these Terms automatically terminate. In addition, Evidation may, at its sole discretion, terminate these Terms or your account on the Service, or suspend or terminate your access to the Service, at any time for any reason or no reason, with or without notice. Upon the completion of the Study, Evidation may terminate your account.

10.3 Effect of Termination. Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service; (b) you will no longer be authorized to access your account or the Service; and (c) Sections 4.3, 5, 10.3, 12, 13, 14, 15 and 16 will survive.

10.4 Modification of the Service. Evidation reserves the right to modify or discontinue the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. Evidation will have no liability for any change to the Service or any suspension or termination of your access to or use of the Service.

11. Indemnity. To the fullest extent permitted by law, you are responsible for your use of the Service, and you will defend and indemnify Evidation and its officers, directors, employees, consultants, licensors, affiliates, subsidiaries and agents

(together, the “**Evidation Entities**”) from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys’ fees and costs, arising out of or connected with: (a) your unauthorized use of, or misuse of, the Service; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party.

12. Disclaimers; No Warranties

THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. EVIDATION DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. EVIDATION DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND EVIDATION DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR EVIDATION ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE EVIDATION ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND YOUR DEALING WITH ANY OTHER SERVICE USER EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF EVIDATION. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING

YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA, INCLUDING USER CONTENT EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF EVIDATION.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. Evidation does not disclaim any warranty or other right that Evidation is prohibited from disclaiming under applicable law.

NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS PARAGRAPH IS INTENDED TO FREE EVIDATION FROM LIABILITY FOR ITS OWN NEGLIGENCE.

13. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE EVIDATION ENTITIES BE LIABLE TO EVIDATION DOES NOT INTEND TO COMPENSATE YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY EVIDATION ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF EVIDATION.

EXCEPT AS PROVIDED IN SECTION 14.5 AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE EVIDATION ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID TO EVIDATION FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO CLAIM; OR (B) \$100, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF EVIDATION.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 13 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14. Intentionally Omitted

15. Miscellaneous

15.1 General Terms. These Terms, together with the Evidation Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Evidation regarding your use of the Service. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word “including” means “including but not limited to”. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

15.2 Governing Law. These Terms of Use are governed by the internal substantive laws of the State of New York, without respect to its conflict of laws or choice of laws principles. If any provision of these Terms of Use is found to be invalid by any court having jurisdiction, then the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall

be deemed a further or continuing waiver of such term or condition or any other term or condition.

15.3 Privacy Policy. Please read the Evidation Privacy Policy carefully for information relating to our collection, use, storage, disclosure of your personal information. The Evidation Privacy Policy is incorporated by this reference into, and made a part of, these Terms.

15.4 Additional Terms. Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the “**Additional Terms**”). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.

15.5 Consent to Electronic Communications. By using the Service, you consent to receiving certain electronic communications from us as further described in the Evidation Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

15.6 Contact Information. The Service is offered by Evidation, located at 63 Bovet Road, Suite 146, San Mateo, California 94402, United States. You may contact us by sending correspondence to that address or by emailing us at support@evidation.com.

15.7 Notice to California Residents. If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.

15.8 No Support. We are under no obligation to provide support for the Service. In instances where we may offer support, the support will be subject to published policies.

15.9 International Use. The Service is intended for visitors located within the United States. We make no representation that the Service is appropriate or available for use outside of the United States. Access to the Service from countries or territories or by individuals where such access is illegal is prohibited.

16. Notice Regarding Apple. This Section 16 only applies to the extent you are using our mobile application on an iOS device. You acknowledge that these Terms are between you and Evidation only, not with Apple Inc. (“**Apple**”), and Apple is not responsible for the Service or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (a) product liability claims; (b) any claim that the Service fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Service and/or your possession and use of the Service infringe a third party’s intellectual property rights. You agree to comply with any applicable third party terms when using the Service. Apple and Apple’s subsidiaries are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary of these Terms. You hereby represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.