

Terms of use icompanion (the “**Terms of use**”)

Document version: v1.7 (HCP User)

Last updated on: 16 January 2024

These Terms of use refer to icompanion **v2.x.x**, and include the instructions for use



## 1. Introduction

This document is designed to be used by healthcare professionals (HCPs) who treat patients with neurological disorders using our icompanion platform (the “**Platform**”). It is available in an electronic format, however a paper version can be made available within 48 hours of user’s request.

The Platform is provided, owned, operated and managed by icometrix NV (“**icometrix**”), located at Kolonel Begaultlaan 1B box 12, 3012 Leuven, Belgium, and with VAT number BE 0833.377.379.

To use the Platform, you (the “**HCP User**” or “**You**”) first need to accept and agree to our Terms of Use. These Terms of Use describe the terms under which You can use the Platform.

Please make sure You read these Terms of Use carefully. By using the Platform, You accept the Terms of Use. If You disagree with any provision of the Terms of Use, You are not permitted to use the Platform.

These Terms and Conditions also apply for the Platform provided for by or via icometrix inc, 50 Milk Street, 16th floor icometrix, Boston, MA 02109, United States of America.

The terms and conditions apply to the Platform provided by icometrix. This agreement will take effect upon acceptance of the terms and conditions via the website or application by the User.

## 2. Amendments

You expressly acknowledge and agree that icometrix has the right to amend these Terms of Use. Amendments are posted on the Platform to keep You informed. Amended versions of these Terms of Use are effective ten (10) days after their publication on the Platform. Your continued use of the Platform and the Services following the effective date of an amendment shall constitute Your acceptance of such amendment.

### 3. Definitions

**“Account”** means the registered account with icometrix that the HCP User has created through the Platform or any other official registration channel;

**“Agreement”** means the Terms of Use together with Privacy Statement, Cookie Statement and any other relevant document made available by icometrix in relation to the Platform that govern the relationship between icometrix and the HCP User with respect to the provision of access to the Platform by icometrix to such HCP User;

**“Application”** means the application on a mobile device through which the Platform is accessible for Patient Users;

**“Cookie Statement”** means the icometrix cookie statement describing the terms and conditions pursuant to which icometrix may collect, process, use and store cookies;

**“Documentation”** means the documents made available by icometrix to the HCP User with respect to the use of the Platform;

**“HCP Portal”** the website available at icompanion.ms through which the Platform is accessible for HCP Users.

**“icometrix”** means icometrix NV, with registered office at Kolonel Begaultlaan 1B/12, 3012 Leuven, Belgium and registered with company number BE 0833.377.379;

**“Identification Details”** means the HCP User’s identification details as listed on the registration form to register and/or access the Platform;

**“Intellectual Property Rights”** means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, rights in computer programs and databases; (b) patents, patent rights and industrial property rights; (c) trademark or service mark rights; (d) trade secret rights, know-how; (e) layout design rights, design rights; (f) trade and business names, domain names; or (g) any other intellectual or industrial property rights or similar right (whether registered or not) including all registrations, applications for registrations, renewals, extensions, divisions, improvements or reissues relating to any of these rights and the right to apply for, maintain and enforce any of the preceding items, in each case in any jurisdiction throughout the world;

**“Patient User”** means a person with multiple sclerosis who subscribed to the Platform, whether at its own initiative, or through the recommendation of an HCP User, or in the framework of a Project;

**“Platform”** means the icompanion platform, owned, operated and managed by icometrix for people with neurological diseases and HCP Users, with the intention of providing patients the ability to track their health, improving communication between Patient Users

and HCP Users and facilitating the HCP User's insight in the Patient User's health on the basis of data. icompanion collects, stores, compares and visualizes different types of data, which may include the data as listed in the icompanion Services [Privacy Statement](#).

**"Privacy Statement"** means the Services Privacy Statement for icompanion describing the terms and conditions pursuant to which icometrix may collect, process, use and store Your personal data;

**"Project"** means an academic research study, clinical trial, or otherwise;

**"Services"** means the services provided by icometrix through the Platform as described in Article 4 of these Terms of Use;

**"User Data"** means any content, documents or other information uploaded or transmitted through the Platform by the User (other than Identification Details);

**"You(r)" or "HCP User"** means any healthcare provider using the Platform;

**"Website"** means the website available at [icompanion.ms](https://icompanion.ms) through which the Platform is accessible for HCP Users and Patient Users.

## 4. Description of the Platform and the Services

### 4.1. Intended purpose

4.1.1. Intended use: The Platform of icometrix is an application intended for people with neurological disorders and their health care practitioners.

icompanion is intended to capture neurological patient-reported outcomes. The application is used to support health care practitioners with the remote monitoring of people with neurological disorders.

4.1.2. Intended users and indications: The Application and the Patient Website are indicated for adults with neurological disorders, including adults suffering from multiple sclerosis (MS). The HCP Portal should only be used by health care practitioners.

4.1.3. icometrix does not provide medical advice, medical diagnoses or any other medical services.

4.1.4. The use of icompanion by the Patient User requires basic digital knowledge. Before You link up with a Patient User, please assess their eligibility to use icompanion taking into account their disease progression.

4.1.5. Information collected by the Patient User in the Application can be shared with You should the Patient User wish. The Patient User can establish data-sharing in the Application via an invitation code. By using the Platform together with the Patient User, You do not make any additional commitment or have any additional responsibility of actively


monitoring the data entered by the Patient User outside of Your clinical visits. In case the Patient User experiences any negative evolution of their disease, or severe side effects, or wishes You to be aware of certain information it is and remains the Patient User's responsibility to contact You or Your clinical team directly.

4.1.6. The Platform is available through the Application for Patient Users or the Website for Patient Users and HCP Users.

4.1.7. The Platform and the Services are for academic, clinical, educational, informational, medical and other research purposes and use only. The User Data will be used for these purposes in accordance with the terms of this Agreement and Privacy Statement.

## 4.2. Use of the Platform and the Services

Instructions for use 

The icompanion HCP Portal has been designed to be intuitive and user-friendly. On the HCP Portal web pages where some instructions might be useful, a help button  is present which gives more information on what to do on the specific page.

## 4.3. Account

4.3.1. Access and use of the Platform and the Services requires the creation of an Account, by entering the requested information and choosing a login and a password (i.e. the Identification Details). The HCP User's Account shall be strictly personal. The HCP User warrants to only provide accurate Identification Details when creating an Account and to regularly update the Identification Details in its Account.

4.3.2. The HCP User will inform icometrix immediately of any loss, theft, breach of confidentiality and of any other risk of misuse of its Account. The HCP User shall strictly comply with and ensure its compliance with the appropriate procedures regarding access to the Platform. icometrix shall in no event be liable for any loss or damages arising out or in connection to Your failure to inform icometrix of any such occurrence.

## 4.4. Technical requirements

4.4.1. When using the HCP Portal, we advise using Chrome as the browser for the most optimal experience.

4.4.2. To access and use the HCP Portal, a stable internet connection is required.

4.4.3. The minimum system requirements are the HCP User's own responsibility. Please make sure Your device complies with the minimum system requirements as specified above. If Your device does not meet these minimum system requirements, icometrix

cannot guarantee the functioning of the Platform. icometrix shall in no event be liable for any loss or damages arising out or in connection to the User's failure to meet the minimum system requirements.

## 4.5. Other HCP User obligations

4.5.1. The HCP User shall be responsible (a) for their actions while using the Platform, and (b) for the accuracy and correctness of its Identification Details.

4.5.2. The HCP User shall use their best efforts to ensure the accuracy and correctness of their User Data. In case of doubt in respect of the User Data, the HCP User shall be responsible to inform icometrix of any such doubt. The HCP User expressly acknowledges and agrees that both for its own interest as for general interest, it is important to only provide accurate User Data to the maximum of its knowledge.

4.5.3. If You notice any serious incident that has occurred in relation to icompanion, You must immediately inform icometrix and the competent authority of the Member State in which You are established. icometrix shall not be liable for any serious incident if You did not inform icometrix of such incident.

4.5.4. It is the User's responsibility to select the region that is most relevant to them to comply with current regulations on data storage.

## 4.6. Updates

icometrix may, at its sole discretion, provide the user with updates to the Platform, however, shall in no event be obliged to do so. In addition, icometrix reserves the right, when issuing an update, to remove any existing feature or functionality of the Platform. icometrix shall publish such updates on the Platform in order to inform the HCP User in a timely manner.

## 4.7. Performance specifications

Below You can find the performance specifications of the patient-reported outcomes in icompanion:

## prEDSS

### References:

1. Leddy, S., Hadavi, S., McCarren, A., Giovannoni, G., & Dobson, R. (2013). Validating a novel web-based method to capture disease progression outcomes in multiple sclerosis. *Journal of neurology*, 260(10), 2505-2510
2. Collins, C. D., Ivry, B., Bowen, J. D., Cheng, E. M., Dobson, R., Goodin, D. S., ... & Galea, I. (2016). A comparative analysis of patient-reported expanded disability status scale tools. *Multiple Sclerosis Journal*, 22(10), 1349-1358.
3. Meyer-Moock, S., Feng, Y. S., Maeurer, M., Dippel, F. W., & Kohlmann, T. (2014). Systematic literature review and validity evaluation of the Expanded Disability Status Scale (EDSS) and the Multiple Sclerosis Functional Composite (MSFC) in patients with multiple sclerosis. *BMC neurology*, 14(1), 58.

This patient-reported Expanded Disability Status Scale (prEDSS) score has shown to correlate (Pearson's coefficient) for 85% with a neurologist-scored EDSS<sup>1</sup>. This means that the prEDSS gives a good indication of EDSS, but both scores can't be used interchangeably. For example, below a score of 5.5, prEDSS tends to slightly overestimate scores<sup>2</sup>. Note that changes in EDSS below a score of 5.5 are considered as less crucial than changes in higher EDSS scores<sup>3</sup>. The 95% limits of agreement for this prEDSS, or the range wherein the difference between neurologist-scored EDSS and prEDSS lies with 95% confidence, are [-1.98, +2.84]<sup>1</sup>.

## NeuroQoL Fatigue

### References:

1. Cella, D., Lai, J. S., Nowinski, C. J., Victorson, D., Peterman, A., Miller, D., ... & Reder, A. T. (2012). Neuro-QoL: brief measures of health-related quality of life for clinical research in neurology. *Neurology*, 78(23), 1860-1867.
2. Medina, L. D., Torres, S., Alvarez, E., Valdez, B., & Nair, K. V. (2019). Patient-reported outcomes in multiple sclerosis: Validation of the Quality of Life in Neurological Disorders (Neuro-QoL™) short forms. *Multiple Sclerosis Journal—Experimental, Translational and Clinical*, 5(4), 2055217319885986.
3. Miller, D. M., Bethoux, F., Victorson, D., Nowinski, C. J., Buono, S., Lai, J. S., ... & Cella, D. (2016). Validating Neuro-QoL short forms and targeted scales with people who have multiple sclerosis. *Multiple Sclerosis Journal*, 22(6), 830-841.

4. [http://www.healthmeasures.net/images/neuro\\_qol/Neuro\\_QOL\\_Scoring\\_Manual\\_Mar2015.pdf](http://www.healthmeasures.net/images/neuro_qol/Neuro_QOL_Scoring_Manual_Mar2015.pdf)

5. Kozlowski, A. J., Cella, D., Nitsch, K. P., & Heinemann, A. W. (2016). Evaluating individual change with the Quality of Life in Neurological Disorders (Neuro-QoL) short forms. Archives of physical medicine and rehabilitation, 97(4), 650-654.

The Neuro-QoL (V1.0) Fatigue short-form is a patient-reported outcome (PRO) based on eight items scored on a five-point scale each. Note: a higher score for fatigue indicates worse function. The Neuro-QoL Fatigue showed high internal consistency (Cronbach's Alpha > 0.95)<sup>1-3</sup> and concurrent validity (Spearman's rho > 0.8)<sup>3</sup>. The PRO correlated strongly with Generic Health Related Quality of Life (EQ-5D; rho = -0.52) and had a large ( $\eta^2 = 0.40$ ;  $p < 0.001$ ) and moderate ( $\eta^2 = 0.18$ ;  $p < 0.001$ ) discriminant ability for groups divided by global QoL<sup>3</sup>. The t-score is a standardised score with a mean of 50 and standard deviation (SD) of 10 compared to a reference population (for Fatigue a US clinical reference sample). Thus, a t-score of 60 means that a person scores 1 SD higher than the clinical reference sample. In order to calculate the confidence intervals, you can use the formula: t-score +/- (1.96\*SE). The standard error (SE) and score conversion tables have been published online<sup>4</sup>.

Datapoints with a red border indicate that score was statistically meaningfully different from the previous one, based on the conditional minimal detectable change<sup>5</sup>. A statistically meaningful change can be interpreted as a difference of more than one standard error, which is calculated using the standard errors of both scores.

## NeuroQoL Cognitive Function

### References:

1. Iverson, G. L., Connors, E. J., Marsh, J., & Terry, D. P. (2021). Examining Normative Reference Values and Item-Level Symptom Endorsement for the Quality of Life in Neurological Disorders (Neuro-QoL™) v2. 0 Cognitive Function-Short Form. Archives of Clinical Neuropsychology, 36(1), 126-134.
2. Pratap, A., Grant, D., Vegesna, A., Tummalacherla, M., Cohan, S., Deshpande, C., ... & Omberg, L. (2020). Evaluating the Utility of Smartphone-Based Sensor Assessments in Persons With Multiple Sclerosis in the Real-World Using an App (elevateMS): Observational, Prospective Pilot Digital Health Study. JMIR mHealth and uHealth, 8(10), e22108.
3. [http://www.healthmeasures.net/images/neuro\\_qol/Neuro\\_QOL\\_Scoring\\_Manual\\_Mar2015.pdf](http://www.healthmeasures.net/images/neuro_qol/Neuro_QOL_Scoring_Manual_Mar2015.pdf)

4. Kozlowski, A. J., Cella, D., Nitsch, K. P., & Heinemann, A. W. (2016). Evaluating individual change with the Quality of Life in Neurological Disorders (Neuro-QoL) short forms. *Archives of physical medicine and rehabilitation*, 97(4), 650-654.

The Neuro-QoL (V2.0) Cognitive Function short-form is a patient-reported outcome (PRO) based on eight items scored on a five-point scale each. Note: a higher score for Cognitive Function indicates better function. The Neuro-QoL Cognitive Function showed very high internal consistency (Cronbach's Alpha > 0.90)<sup>1</sup>. The Cognitive Function short-form was significantly associated with a computerized Digit Symbol Substitution Test in people with MS<sup>2</sup>. The t-score is a standardised score with a mean of 50 and standard deviation (SD) of 10 compared to a reference population (for cognition a US general reference sample). Thus, a t-score of 60 means that a person scores 1 SD higher than the general reference sample. In order to calculate the confidence intervals, you can use the formula: t-score +/- (1.96\*SE). The standard error (SE) and score conversion tables have been published online<sup>3</sup>.

Datapoints with a red border indicate that score was statistically meaningfully different from the previous one, based on the conditional minimal detectable change<sup>4</sup>. A statistically meaningful change can be interpreted as a difference of more than one standard error, which is calculated using the standard errors of both scores.

## SymptoMScreen

### References:

1. Green, R., Kalina, J., Ford, R., Pandey, K., & Kister, I. (2017). SymptoMScreen: a tool for rapid assessment of symptom severity in MS across multiple domains. *Applied Neuropsychology: Adult*, 24(2), 183-189.
2. Marrie, R. A., & Goldman, M. (2007). Validity of performance scales for disability assessment in multiple sclerosis. *Multiple Sclerosis Journal*, 13(9), 1176-1182.
3. Fitzgerald, K. C., Salter, A., Tyry, T., Fox, R. J., Cutter, G., Mowry, E. M., & Marrie, R. A. (2019). Validation of the SymptoMScreen with performance-based or clinician-assessed outcomes. *Multiple sclerosis and related disorders*, 29, 86-93.

The SymptoMScreen<sup>1</sup> is a 12-item battery for MS-related symptoms with a 7-point Likert scale per functional domain. Scores range from 'not affected at all' (score = 0) to 'total limitation' (score = 6). Most subscales correlate (Pearson's coefficient) strongly with comparable Performance Scales<sup>2</sup> (Walking: r = 0.66; Hand: r = 0.60; Vision: r = 0.45; Fatigue: r = 0.61; Cognitive: r = 0.69; Bladder: r = 0.58; Sensory: r = 0.68; Spasticity: r = 0.66; Pain: r = 0.61; Depression: r = 0.52; Anxiety: r = 0.74)<sup>1</sup>. The test-retest reliability also



showed to be strong for all subscales (Walking:  $r = 0.94$ ; Hand:  $r = 0.75$ ; Vision:  $r = 0.80$ ; Fatigue:  $r = 0.75$ ; Cognitive:  $r = 0.76$ ; Bladder:  $r = 0.82$ ; Sensory:  $r = 0.76$ ; Spasticity:  $r = 0.74$ ; Pain:  $r = 0.78$ ; Depression:  $r = 0.71$ ; Anxiety:  $r = 0.76$ )<sup>1</sup>. No performance data was available for the Dizziness domain in the original study<sup>1</sup>. Note: all additional symptoms besides those stated above are custom symptoms generated by [icompanion.ms](https://icompanion.ms) or the patients themselves. Therefore, those symptoms should be interpreted with caution. The 'composite' SymptoMScreen score correlates strongly to EDSS ( $r = 0.71$ )<sup>3</sup>. However, patients are not required to fill in all 12 symptoms but are encouraged to do so. For more information on SymptoMScreen, see<sup>1</sup>.

## 5. Ownership and Licenses

### 5.1. Ownership of icometrix

icom**etrix** shall at all times remain the holder or owner of all icometrix-technologies and property, including all Intellectual Property Rights, in and to the Platform and the Services including any other information in relation to this Agreement such as (without limitation) the Documentation.

**"icometrix-technologies"** include all knowhow and software, system interfaces, templates, methodologies, ideas, concepts, techniques, instruments, processes, skills and technologies, including internet-based technologies and algorithms.

All trademarks and supply of Services marks (registered or not), patents, copyrights, trade secrets, and all other intellectual property and proprietary rights in and to icometrix's logos, trademarks, standard documentation, training materials, manuals, documentation operation procedures, processes and practices and information used for the execution of the supply of Services including in any copy, translation, localization, adaptation, improvement, development, or derivative thereof (**"Intellectual Property"**), are and will remain the exclusive property of icometrix, its affiliates or its licensors, whether or not specifically recognized or perfected under applicable law. User shall not acquire any rights to or take any action prejudicial to icometrix's Intellectual Property rights. User waives and will not exercise any rights it may have in the Intellectual Property, and shall cause its employees and contractors to do the same.

User may not use icom**etrix** trademarks or other Intellectual Property. User shall not alter or remove any icom**etrix** trademarks applied to the supply of Services. User shall not challenge or assist others to challenge icom**etrix** trademarks, Intellectual Property or the registration thereof or attempt to register any trademarks, supply of Services marks or trade names confusingly similar to those of icometrix, its affiliates or its licensors.

## **5.2. Ownership of the HCP User**

The HCP User shall at all times remain the holder or owner of their Identification Details, their User Data and any other content and information provided, transmitted and uploaded on the Platform by the HCP User.

## **5.3. License granted by icometrix to the HCP User**

icometrix grants the User a restricted, non-exclusive, personal, revocable, non-sublicensable and non-transferable license to use the Platform together with the Documentation in accordance with the terms of the Agreement.

## **5.4. HCP User restrictions**

You agree to use the Platform only for its intended use as set forth in this Agreement. Within the limits of the applicable law, You are not permitted to (i) make the Platform available or to sell or rent the Platform to any third parties; (ii) adapt, alter, translate or modify in any manner the Platform; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Platform to any third party; (iv) decompile, reverse engineer, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Platform; (v) gain unauthorized access to accounts of other users or the IT equipment or structure of icometrix to provide the Platform, (vi) use the Platform to conduct or promote any illegal activities; (vii) use the Platform to generate unsolicited email advertisements or spam; (viii) impersonate any person or entity, or otherwise misrepresent Your affiliation with a person or entity; (ix) use any high volume automatic, electronic or manual process to access, search or harvest information from the Platform (including without limitation robots, spiders or scripts); (x) alter, remove, or obscure any copyright notice, digital watermarks, proprietary legends or other notice included in the Platform; (xi) intentionally distribute any worms, Trojan horses, corrupted files, or other items of a destructive or deceptive nature or use the Platform for any unlawful, invasive, infringing, defamatory or fraudulent purpose; or (xii) remove or in any manner circumvent any technical or other protective measures in the Platform.

## **5.5. License granted by the HCP User**

5.5.1. The HCP User hereby acknowledges and agrees that by uploading, creating or otherwise providing User Data on the Platform, the HCP User grants icometrix a non-exclusive, royalty-free, worldwide, non-revocable, sublicensable, transferable, license to

use, copy, store, modify, transmit and display such User Data (including any other content and information provided, transmitted and uploaded on the Platform) for academic, clinical, educational, informational, medical and other research purposes. Please consult the Privacy Statement for more detail.

5.5.2. **icometrix** shall use all reasonable efforts to anonymize or encrypt such User Data prior to using the User Data in accordance with this license grant.

5.5.3. If a third party uses the User Data in accordance with Articles 5.5.1. and 5.5.2. of this Agreement and wants to contact the HCP User in the framework of such research purposes, **icometrix** shall be entitled to contact the HCP User and ask the HCP User for explicit consent to provide their Identification Details fully or partially to such third party.

5.5.4. Notwithstanding this license grant, **icometrix** shall at all times use this User Data in accordance with its obligations in respect of confidentiality and data protection.

## 6. Support

In case You have any question, remark or complaint, You can contact **icometrix** at [hcp.support@icompanion.ms](mailto:hcp.support@icompanion.ms).

## 7. Confidentiality and Data Protection

7.1. “**Confidential Information**” means (i) the Identification Details and User Data, (ii) the Documentation and Platform (including any Intellectual Property Rights thereto), as well as (iii) any other information of a confidential nature, whether in writing, oral, electronic or by any other means, whether disclosed directly or indirectly and whether disclosed before or after the effective date of the Agreement, which is marked or identified as confidential or which should reasonably be considered (given its nature or the circumstances) as confidential.

7.2. Unless for the purpose and use of this Agreement (including the provision of and receiving access to the Platform and the provision of and receiving the Services), **icometrix** and the HCP User shall hold in confidence and not use or disclose Confidential Information.

7.3. **icometrix** and its affiliates may collect, use, process, transfer, and store Personal Data in the form and manner described in **icometrix**’s Privacy Statement.

7.4. **icometrix** as Data Controller: **icometrix** may collect certain personal or personally identifiable information, such as name, e-mail, phone number, postal address, IP address, position and other related information (“Personal Data”) of User’s representatives (e.g. employees and agents) when necessary to establish and/or perform the Agreement.

Personal Data of User's representatives may be transferred to, processed, and stored in the European Union or other jurisdictions in the operation of icometrix's business and for the performance of the Agreement.

7.5. **icometrix** as Data Processor: As Data Processor, **icometrix** will never process Personal Data for and on behalf of the User. User as a Controller represents and warrants that User (i) will transfer to **icometrix** only Personal Data necessary for the performance of the Agreement, (ii) has provided notice to and obtained all necessary consents of the data subject for the transfer and use of Personal Data to icometrix; and (iii) maintains security and safety measures in the transfer and access to **icometrix** of Personal Data.

7.6. **icometrix** takes reasonable and appropriate measures to safeguard the confidentiality and security of Personal Data and to prevent its unauthorized use or disclosure. User can request access to Personal Data that **icometrix** maintains. To protect privacy of Personal Data, icometrix will take reasonable steps to verify User's or the requesting person's identity before granting access to or making changes to Personal Data.

7.7. **icometrix** is entitled to use anonymous data transferred by the User or to retain a de-identified/pseudonymized copy of the data transferred by the User for internal and external research and development purposes (whether it be for academic, scientific or commercial purposes), unless **icometrix** is informed by User phone on the number +32 16 369 000 or via the website that a certain data subject has opted-out to this within 14 days after uploading the data. All data is preferably delivered through our secure internet servers. Data received in a different way will be copied to these servers and the original data carrier will be destroyed or securely wiped. **icometrix** is not a backup provider, and as such waives liability for cost arising due to loss of data in transfer or at our premises.

## 8. Term and Termination

8.1. This Agreement shall be entered into as from the date You subscribed as an HCP User to the Platform for an indefinite term.

8.2. The HCP User shall be entitled to terminate the Agreement by unsubscribing from the Platform through the features made available or by sending a notification email to [dpo@icometrix.com](mailto:dpo@icometrix.com).

8.3. **icometrix** shall at all times be entitled to deny or suspend any HCP User's access to its Account and Platform at its sole discretion.

8.4. Notwithstanding termination of this Agreement (regardless the reason thereof), the HCP User shall be entitled to access its Account to obtain a copy of and use its Identification Details and User Data until three (3) months after either Party's notification of termination.

8.5. The HCP User expressly acknowledges and agrees that the license granted by the HCP User to **icometrix** pursuant to article 5.5 of this Agreement shall survive termination of this Agreement.

## 9. Disclaimer of Warranties

9.1. The Platform and the Services are for academic, clinical, educational, informational, medical and other research purpose and use only.

9.2. **icometrix** shall use its reasonable efforts to provide the Platform and the Services with due care, skill and diligence that can be expected from a qualified provider acting in a professional and diligent manner in order to ensure the continuity and safety of the Platform and the Services.

9.3. Except for the specific warranties given pursuant to this Agreement, the Platform, the Services and any information available on or through the Platform and/or the Services are provided "AS IS", without any representation or warranty of any kind, express or implied, as to the Platform and the Services.

9.4. You expressly acknowledge and agree to use the Platform and the Services at Your sole risk. If and to the extent medical advice, medical diagnoses or any other medical information is made available by **icometrix** on the Platform, such medical advice, medical diagnoses or any other medical information shall in no event be individualized for the Patient User and shall at all times be purely and solely prognostic and statistical. Only an HCP User can assess a Patient User's (current) state of health or disease, taking into account many factors, including in some cases the Patient User's medical imaging as well as current symptoms, if any.

**icometrix** does not endorse, represent or warrant the accuracy or effectiveness of any specific course of action, resources, tests, HCP Users, drugs, biologics, medical devices or other products, procedures, services, opinions or any other information available on or through the Platform.

Your reliance on any information available on the Platform is solely at Your own risk. In particular, You expressly acknowledge and agree that **icometrix** shall not be liable for any third party content available on or through the Platform (whether through direction to another application, platform or website through the Platform) and that other terms and conditions and other privacy and cookie policies may apply to such third party content or third party application, platform or website.

9.5. To the maximum extent permitted by law, **icometrix** disclaims all warranties in respect of the Platform and the Services, including any implied warranties of fitness for a particular purpose, non- infringement, the use of the Platform, the Services, or the accuracy or reliability of the Platform and the Services.

## 10. Limitation of Liability

10.1. icometrix shall at all times keep appropriate insurance coverage with reputable insurance companies for the provision of the Platform and the Services or any other activity pursuant to this Agreement.

10.2. To the maximum extent permitted by law, icometrix shall in no event be liable for any indirect, incidental, consequential or special damages or loss arising out or in connection to this Agreement.

10.3. To the maximum extent permitted by law, the liability of icometrix arising out or in connection to this Agreement shall not exceed, per event and in the annual aggregate, the actual amounts paid by the relevant insurance company for the liability claim of the User.

## 11. Miscellaneous

11.1. These Terms of Use, together with the Privacy Statement and Cookie Statement and any other relevant document made available by icometrix in relation to the Platform that govern the relationship between icometrix and the HCP User with respect to the provision of access to the Platform by icometrix to the User, constitute the entire agreement between icometrix and the HCP User as to the subject of this Agreement.

11.2. Any provision which is intended to survive termination or expiry of this Agreement given its nature (including without limitation provisions in respect of ownership, confidentiality, data protection, warranties and liability) shall survive any termination or expiry of this Agreement.

11.3. If any provision of this Agreement is or becomes illegal, invalid or unenforceable, in any respect it shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement; such provision shall apply with the minimum modifications necessary to make it legal, valid or enforceable to the maximum extent permitted by law.

11.4. This Agreement is governed by and will be interpreted in accordance with Belgian law. Any dispute with respect to the validity, interpretation or execution of this Agreement will be subject to the competent courts of Leuven (department Leuven), Belgium.