

GENERAL TERMS AND CONDITIONS

MSCopilot®

1. Legal notice

1.1 MSCopilot® Product Publisher

Ad Scientiam, a simplified joint-stock company with capital of 673.770.00 euros, registered with the Trade and Companies register (RCS) in Paris under number B795 083 336, with its registered office located at 38 rue Dunois 75647 Paris Cedex 13.

Phone: +33 (0)9 78 46 61 20

Email:

- For patient users of the MSCopilot® application: contact@mscopilot.com
- For healthcare professional users of the MSCopilot® Dashboard: contact.pro@mscopilot.com

Publication director: Matthieu Lamy

1.2 Certified health data hosting provider

Microsoft France, a simplified joint-stock company, with share

capital of €4,240,000.00, having its registered office located at 37 QUAI DU PRESIDENT ROOSEVELT 92130 ISSY-LES-MOULINEAUX, and with the Trade and Companies register (RCS) in Nanterre under number 327 733 184.

The servers are hosted within the territory of the European Union.

Website:

<https://azure.microsoft.com/fr-fr/>

[Certified health data hosting provider](#) within the meaning of Article L1111-8 of the French Public Health Code.

2. Purpose and definitions

The MSCopilot® Product is a software medical device allowing healthcare professionals to monitor patients suffering from multiple sclerosis.

The purpose of these General Terms and Conditions is to define the rules for using the MSCopilot® Product and the respective rights, obligations and commitments of Ad Scientiam and users of the MSCopilot® Product.

The terms of use of the MSCopilot®

Product are set out in the MSCopilot® Product Manual.

The terms defined below shall have the meaning and scope given in their definition within the framework of the signature and implementation of the General Terms and Conditions.

“MSCopilot® Product” shall mean both the MSCopilot® Application and the MSCopilot® Dashboard, which form the software medical device, subject to applicable local regulations.

“MSCopilot® Application” shall mean the mobile application through which the patient can access the assessments and monitoring of their pathology;

“Database(s)” means the structured set of data organized in a systematic and methodical manner and individually accessible via the MSCopilot® Product. The databases include both personal data from users (specified in the applicable privacy policies, as set out in Article 13.1 of these General Terms and Conditions), and technical data.

"User Account" shall mean the secure account (as specified in Article 6) allowing the user to access the services and content of the MSCopilot® Product;

"MSCopilot® Dashboard" shall mean the web platform through which the healthcare professional accesses the results of analyses carried out by their patients in the MSCopilot® Application;

"Manufacturer" or **"AD SCIENTIAM"** shall mean the AD SCIENTIAM company, manufacturer of the MSCopilot® Product;

"MSCopilot® User Manual" shall mean the supplemental document on how to use of the MSCopilot® Product, which describes the services and content of the MSCopilot® Product. A paper copy may be requested from AD SCIENTIAM by contacting the manufacturer at the following address: contact@mscopilot.com.

"Patient(s)" shall mean any person suffering from multiple sclerosis and using the MSCopilot® Application;

"Privacy Policy" shall mean the document on personal data processing carried out by Ad Scientiam within the framework of the MSCopilot® Product.

"Healthcare Professional" shall mean any healthcare professional

using the MSCopilot® Product within the framework of ongoing treatment of their patients.

"Services and Content" means all services offered to users through the MSCopilot® Product (e.g., access to the user account, assessments, viewing of results, etc.), as well as all texts, images, features and, more generally, any element existing within the MSCopilot® Product;

"Data Protection Regulations" shall mean both the laws and regulations applicable to Ad Scientiam as a French company, and more specifically the General Data Protection Regulation (EU) 2016/679 (hereinafter the **"GDPR"**) and French Law No. 78-17 dated January 6, 1978 on information technology, files, and freedoms (hereinafter the **"French Data Protection Law"**), as well as data confidentiality, security, and protection regulations applicable in the countries in which the MSCopilot® Product is marketed.

"Users" shall mean any user, patient or healthcare professional accessing the MSCopilot® product, its services, and content after creating a user account.

3. Documents

The documents that constitute the entire relationship between the user and AD SCIENTIAM are:

- The General Terms and

Conditions;

- The Privacy Policy;
- The MSCopilot® User Manuals (Patients and Healthcare Professionals);
- and the Data Protection Agreement, applicable solely to healthcare professionals;

(hereinafter the **"Documents"**).

In the event of a conflict of interpretation among the various documents, these General Terms and Conditions shall prevail.

4. Effective date and duration

Before any use of the MSCopilot® Product, the user must expressly consent to these General Terms and Conditions.

Upon creating a user account, the user will be asked to accept the General Terms and Conditions through a check box confirming their consent to use the MSCopilot® Product.

These General Terms and Conditions shall remain in force with respect to the user for as long as they use the MSCopilot® Product and under the conditions set out in the General Terms and Conditions. For more information in the event of changes to the Documents or the services and content, see Article 15 of these General Terms and Conditions.

5. Description of the MSCopilot® Product, Services, and Content

5.1 Purpose of the MSCopilot® Product

The MSCopilot® Product is a software medical device intended for use by adult patients through the framework of the MSCopilot® Application, and by healthcare professionals to enable them to monitor multiple sclerosis cases through the MSCopilot® Dashboard.

It enables the secure collection, storage, and interpretation of raw data collected by the patient's smartphone sensors into interpreted data, and serves as a tool to support medical monitoring of disease progression.

5.2 Features

Specifically, the MSCopilot® Product is comprised of:

- The MSCopilot® Application, intended for adult patients, offering the following services and content:
 - A user account including identification data and health data;
 - Assessment exercises such as: walking, dexterity, cognition, vision;
 - Visualization of assessment results with a history of results;
 - Notifications to enable the

user to carry out assessments at regular time intervals;

- Entry of disease-modifying treatments and symptomatic treatments;
 - The ability to pair with a healthcare professional to allow remote medical monitoring of the disease.
- The MSCopilot® Platform, the MSCopilot® cloud computing platform that contains the data processing algorithms hosted in the cloud.
 - The MSCopilot® Dashboard, intended for healthcare professionals, offering the following services and content:
 - A user account including identification data on the healthcare professional
 - A patient monitoring management service (identification, validation, and deletion of patient profile pairing requests);
 - A display of patient assessment results with results history.

The MSCopilot® Product includes a number of features associated with the services and content, which are described in detail in the MSCopilot® User Manual:

- Filling out the user account;
- Procedure for conducting assessments;
- Display of results;
- Contacts.

5.3 Warnings

5.3.1 Adult Patients

The MSCopilot® Application is intended only for patients having reached the age of majority in their country of residence, **and** being over the age of eighteen.

Use of the MSCopilot® Application by minors or persons under the age of eighteen is prohibited.

5.3.2 No substitution for the healthcare professional

Under no circumstances are the MSCopilot® Product, and its services and content intended to replace the care provided by a healthcare professional, including prescriptions, diagnostics or treatments, or to be used as an emergency medical system. The healthcare professional shall make the final decision and shall remain responsible for the patient's care.

The user acknowledges that improper use of the MSCopilot® Product may have consequences for the patient's health, which implies that the patient must use the MSCopilot® Product attentively and consistently with their needs.

Therefore, it is up to the patient, where applicable, to call their own emergency contact, call or visit the emergency room, or consult their healthcare professional or any other specialist.

The healthcare professional is informed and acknowledges that viewing the Services and Content of the MSCopilot® Dashboard in the context of their relationship with patients does not replace or in any way reduce their legal, regulatory, or ethical obligations, nor their professional responsibilities in that regard. They shall use the MSCopilot® Dashboard under their sole control, direction, and responsibility.

5.3.3 Medical Confidentiality

Users are informed that the user account may contain patients' personal health data, which is covered by medical confidentiality.

Only the patient is free to share their data with a healthcare professional.

The healthcare professional shall share information and data concerning their patients with third parties only within the limits established by applicable regulations. Any user sharing healthcare data does so on their own behalf, and Ad Scientiam may not be held liable.

Given the sensitivity of the data contained in the user account, the user is warned of the need to ensure that third parties do not have access to their user account. The user shall be solely responsible for implementing all useful and relevant security measures for the purposes of protecting access to

their user account.

6. Terms of access and use

The user shall have access and rights to use the services and content of the MSCopilot® Product, under the terms defined below.

All users shall agree to access and use the services and content of the MSCopilot® Product in accordance with the provisions of the General Terms and Conditions, the Data Processing Policy, and the precautions in the MSCopilot® Product User Manual.

Any other use that infringes AD SCIENTIAM's rights exposes the user to legal action.

6.1 MSCopilot® Product Updates

The user is informed that the MSCopilot® Product may be updated. AD SCIENTIAM shall agree to maintain its accessibility, performance, and security. Under no circumstances may an older version of the MSCopilot® Product be used.

The user undertakes not to prevent, by any technical means, the update of the MSCopilot® Product, where applicable.

In the event an MSCopilot® Product update leads to a change in these General Terms and Conditions, the Privacy Policy, or the MSCopilot®

User Manual, the user will be notified in compliance with Article 15 of these General Terms and Conditions.

6.2 Creation of a User Account

The user is notified that access to the MSCopilot® Product and the services and content is subject to creation of a user account.

In general, when creating, or for the purposes of creating, their user account, the user undertakes to enter the data enabling their identification under their sole responsibility, control, and direction, and undertakes to provide complete, accurate, and up-to-date information, and not to impersonate a third party or conceal or alter their age.

6.3 Logging in to the User Account

Logging in to the user account requires a reliable and secure user authentication system: logging in from their smartphone (for the MSCopilot® Application) or computer (for the MSCopilot® Dashboard), with a user ID and password.

Any action carried out by the user via their user account using their login credentials will be deemed to have been carried out by the User and under their sole responsibility.

In this respect, the user undertakes to keep their authentication credentials confidential, it being understood that AD SCIENTIAM shall not be held liable for any loss or damage arising from a failure to comply with this obligation, any use of such credentials being made under the user's sole responsibility.

The user undertakes, in general, to take all appropriate measures to ensure the strict confidentiality of their activation code and undertakes not to disclose, transfer, or make it available to any third party, including a healthcare professional responsible for their care.

Where appropriate, AD SCIENTIAM shall report any breach of the user's activation code or data related to renewal (for example, the email address), as soon as possible after identifying the breach. Any prior history of results will be lost.

7. MSCopilot® Product Manual and General Terms and Conditions

All users acknowledge having read and understood all the terms of the documents made available to them within the context of the use of the MSCopilot® Product and in particular, the documents mentioned above.

The General Terms and Conditions

for the MSCopilot® Product are available in printable electronic format in the "Legal Notice" for the MSCopilot® Application and the MSCopilot® Dashboard

The documents may be subject to specific updates and modifications. These updates will be described on the website and/or sent directly to users by email.

8. Liability

AD SCIENTIAM may not be held liable for malfunctions independent of its own fault, and in particular for unavailability of the Internet, malfunction or deactivation of the user's telephone, theft, or loss/hacking of any hardware used for the purposes of accessing the MSCopilot® Product.

Users are solely responsible for incomplete use or use non-compliant with the safety precautions for the MSCopilot® Product. Use of the MSCopilot® Product and/or access to its services and content outside the strict limits defined in the General Terms and Conditions and the MSCopilot® User Manual shall be at the user's own risk.

The user is informed that requests for information or assistance in the use of the MSCopilot® Product may be made to the following point of contact: contact@mscopilot.com.

In the event of a failure to comply with one or more provisions of the General Terms and Conditions, access to the MSCopilot® Product may be temporarily suspended or permanently blocked unilaterally, automatically, and without prior notice.

In any event and within the limits of the law, Ad Scientiam may not be held liable in any case for any damage exceeding (i) the sum actually paid by the user for use of the MSCopilot® Product the month preceding the breach, or (ii) the amount of the reimbursement received by Ad Scientiam and paid by a social security administration or public or private insurer the month preceding the breach. It is the user's responsibility to mitigate their loss upon becoming aware of it by taking appropriate measures.

9. Force Majeure

AD SCIENTIAM shall not be held liable in the event that the MSCopilot® Product, its Services and Content are inaccessible due to events beyond its control that could not reasonably have been foreseen and whose effects could not be avoided by appropriate measures, and that prevent the performance of its obligations ("Force Majeure Event").

Fulfillment of the General Terms and Conditions shall be suspended for the duration of the force

majeure event, and AD SCIENTIAM shall use reasonable efforts, to the extent possible, to bring the force majeure event to an end or to find a solution enabling it to perform its contractual obligations despite the force majeure event.

10. Reporting

The user is informed that AD SCIENTIAM remains their primary point of contact and must be notified of the occurrence of any adverse event related to the MSCopilot® Product, as well as any malfunctions of the MSCopilot® Product, where applicable. AD SCIENTIAM shall reserve the right to block use of the MSCopilot® Product and contact the user for the purposes of medical device reporting.

11. Intellectual property

11.1 Concerning the MSCopilot® Product

AD SCIENTIAM holds the intellectual and industrial property rights to the MSCopilot® Product.

The authorization to access and use granted to the user does not result in any transfer of intellectual property or tangible property rights to the user.

In particular, the user is prohibited from:

- Any reproduction of the software or expert system

by any means or for any reason whatsoever;

- Any representation, dissemination or marketing of any databases, repositories, software, or studies of any kind whatsoever that are accessible to users within the services and content made available as part of the MSCopilot® Product, whether free of charge or for a fee;
- Any use of any of the components of the MSCopilot® Product, and in particular software, repositories, or databases communicated to users or to which they have access, for the purpose of designing, producing, disseminating or marketing a similar, equivalent, or substitute element;
- Any direct or indirect provision of any of the components of the MSCopilot® Product, including databases, to a third party and in particular to any health network or healthcare professional, in particular by rental, assignment, or loan;
- Any adaptation, modification, or arrangement of any of the components of the MSCopilot® Product to which the user has access, for any reason whatsoever,

in particular for the purpose of creating, designing, or developing another information system or another hardware and/or software solution, whether derivative or entirely new;

- Any direct or indirect transcription or translation into other languages of any of the components of the MSCopilot® Product, as well as any modification thereof, even in part;
- Any use for unauthorized treatment.

11.2 Concerning the Databases

Because Ad Scientiam is taking the initiative and assuming the risks of financial, material, and human investment in the design, development, and roll-out of the MSCopilot® Product, as well as creating, verifying, and presenting the content of the databases accessible through the MSCopilot® Product, users shall acknowledge that Ad Scientiam (i) is the “database producer” as set out in Articles L341-1 and following of the French Intellectual Property Code, and (ii) holds all intellectual property rights, and in particular copyrights and rights of use to the databases, in accordance with applicable laws and regulations.

In particular but without this list being exhaustive, Ad Scientiam may use its database for the

purposes of improving the performance and features of the MSCopilot® Product and other solutions developed by Ad Scientiam, verifying the performance and security of its medical devices, creating new medical devices or digital biomarkers, developing AI systems, and in general, improving medical knowledge. The rights thus granted to Ad Scientiam shall be understood to be subject to:

- compliance with applicable data protection regulations;
- and protection of medical confidentiality.

Under these terms and conditions, Ad Scientiam prohibits users from extracting or reusing a substantial part or the entirety of any database to which they are granted access in the course of the provision of the MSCopilot® Product, in particular for medical research purposes, without Ad Scientiam's prior written authorization.

11.3 Concerning Brands owned by Third Parties

As part of the MSCopilot® Product, users are required to indicate the treatments followed by patients (including, in particular, the names of medications). Such treatments entered by users may include registered trademarks, which are used solely for medical purposes. These brands shall remain the property of their respective owners.

Their mention shall not imply any recommendation, advertisement, or commercial relationship with the owners of these brands.

12. Security

As a medical device, the MSCopilot® Product is subject to regulations in force in the countries in which it is marketed.

As such, AD SCIENTIAM has obtained all market approvals for the MSCopilot® Product as a medical device in the countries in which it is marketed.

All data entered and collected by the user within the MSCopilot® Product is securely stored on their mobile device.

The data entered in the user account is hosted by Microsoft France, a certified healthcare data hosting provider as defined in Article L.IIIII-8 of the French Public Health Code. The data is then archived by a service provider that is also certified as a health data hosting provider.

In general, preserving the security of a user account requires users to:

- comply with the security instructions and in particular the rules on creating and changing login credentials;
- follow access management rules, and in particular, not use another user's login credentials or seek to know this

information;

- keep their login credentials strictly confidential and not disclose them to any third party, regardless of that party's professional capacity or activity;
- notify Ad Scientiam of any bug or technical malfunction observed or suffered and of any anomaly discovered, such as intrusions into the services and content offered as part of the MSCopilot® Product during their use.

Users are informed that for purposes of administration and security of the services and content of the MSCopilot® Product, administrators may carry out corrective maintenance and upgrades to the services and content as well as interventions to preserve and strengthen security measures.

13. Personal Data Protection

AD SCIENTIAM collects user data in compliance with applicable data protection regulations. In particular, as a French company, it is subject to the GDPR and the "French Data Protection Law." AD SCIENTIAM is also subject to personal data protection regulations applicable in the countries in which the MSCopilot® Product is marketed.

13.1 Data Protection Information

Users have been notified of processing carried out on their data in the following privacy policies:

- [For patients](#)
- [For healthcare professionals](#)

The privacy policy is also available directly through the MSCopilot® Product. It contains all the information necessary and useful for user's understanding of the collection and processing of their data.

13.2 Data Protection Agreement

When patients have made the decision to pair with a healthcare professional, the healthcare professional is the data controller and Ad Scientiam acts as data processor.

The Data Protection Agreement then applies solely to healthcare professionals in order to define the rights and obligations of the healthcare professional and AD SCIENTIAM in the context of the processing of patients' personal data.

With regard to healthcare professionals, the Data Protection Agreement is an integral part of these General Terms and Conditions and is appended to them.

14. Evidence agreement

The user acknowledges and agrees that, after authentication, any expression of intent through use of the features offered within the MSCopilot® Product, and in particular acceptance of the General Terms and Conditions, constitutes an electronic record having the same evidentiary value as a paper document (within the meaning of Articles 1366 et seq. of the Civil Code and Articles L1111-25 et seq. of the Public Health Code) and constitutes the user's consent.

15. Amendments to the General Terms and Conditions and updates to the MSCopilot® Product

AD SCIENTIAM reserves the right to update the MSCopilot® Product, services, and content. Technical changes may be made without notice by AD SCIENTIAM. In addition, AD SCIENTIAM reserves the right to temporarily or permanently suspend access to the MSCopilot® Product, without notice or compensation of any kind whatsoever.

Additionally, Ad Scientiam may modify the documents, and the services and content of the MSCopilot® Product at any time. Each new version of the General Terms and Conditions will be posted online within the MSCopilot® Product. Each user is required to

regularly consult the General Terms and Conditions. Where changes to these General Terms and Conditions, the Privacy Policy, or the MSCopilot® User Manual are substantial, AD SCIENTIAM undertakes to inform users within a reasonable time prior to their implementation and to obtain the user's consent again.

Users may be notified of some updates to the MSCopilot® Product by email.

At any time and regardless of the operation, AD SCIENTIAM may assign all or part of the rights and obligations defined in the General Terms and Conditions and the MSCopilot® Product to a subsidiary or successor, without needing the user's prior agreement.

16. Termination

Each user accepts that AD SCIENTIAM may immediately terminate their access to the MSCopilot® Product without prior notice, formal demand, or compensation of any kind in the event of a breach of any of the obligations set out in these General Terms and Conditions or of applicable law.

In addition, the user is informed that if AD SCIENTIAM is definitively prevented from performing its obligations, or if a delay resulting from a force majeure event so

justifies, the user's registration will be terminated.

The user may close their user account by accessing the settings of the MSCopilot® Product and requesting deletion of their account.

Closing a user account will not automatically delete the user's personal data. This data will be archived in accordance with the applicable regulations governing medical devices. However, no new data concerning the user will be collected.

17. Applicable Law and Competent Courts

These General Terms and Conditions are governed by French law.

If no amicable settlement can be reached, any dispute relating to the MSCopilot® Product or in connection with its use will be submitted to the French courts.