

AirStrip End User Licence Agreement (EULA)

Effective Date: 30 September 2016

Please read this End User Licence Agreement (the 'Agreement') carefully before using the LibreLink app (the 'LibreLink app'). This Agreement is a legally binding agreement between the end user who accepts the terms in this Agreement (and a child who is using the LibreLink app if you are agreeing as the guardian for such child) ('You', 'Your' or the 'User') and Airstrip Operations, LLC ('We' or the 'Licensor'). This Agreement covers:

- Your installation and use of the LibreLink app on Your authorised mobile device (or in cases where the person accepting this Agreement is accepting it on behalf of a child for whom they are the guardian, the child's installation and use of the FreeStyle Libre sensor and the transmission of the child's data); and
- Any manuals, instructions, descriptions, specifications or other materials, in hard copy or electronic form, provided by the Licensor (the 'Documentation') describing or relating to the use of the LibreLink app.

The LibreLink app has been developed by the Licensor, and the Licensor holds the marketing authorisations/registrations (including the CE Mark) for the LibreLink app. Abbott Diabetes Care Inc. ('Abbott') is the developer of FreeStyle Libre sensors (the 'FreeStyle Libre sensor') for the FreeStyle Libre flash glucose monitoring system and is the data controller of Your information (or if you are the guardian of a child using the FreeStyle Libre sensor, the information for You and Your child) within the LibreView data management system (the 'LibreView system'), where You may upload data based on readings from Your FreeStyle Libre sensor using the LibreLink app. The marketing authorisations/registrations for the LibreView system are held by Newyu, Inc. ('Newyu'). By using the LibreLink app to collect data from Your FreeStyle Libre sensor via your mobile device, which connects with the FreeStyle Libre sensor either via near-field communication ('NFC') and/or Bluetooth depending on your mobile device's operating system, Your glucose data or Your child's glucose data ('Glucose Data') will be calculated by and transmitted through the LibreLink app and will be stored in the LibreView system. The information that You transmit through the LibreLink app from Your FreeStyle Libre sensor to the LibreView system, including any health-related information, will be processed by, and is under the control of, Abbott.

YOU ACKNOWLEDGE THAT YOU WILL BE USING THE LIBRELINK APP IN CONNECTION WITH PRODUCTS AND SERVICES PROVIDED BY THIRD PARTIES WHICH ARE NOT PROVIDED BY THE LICENSOR AND FOR WHICH THE LICENSOR HAS NO RESPONSIBILITY, INCLUDING THE FREESTYLE LIBRE SENSOR AND THE LIBREVIEW SYSTEM.

This Agreement does not cover the LibreView system, which is subject to Abbott's Privacy Notice and Terms of Use, or the terms of Your purchase of the FreeStyle Libre sensor. AirStrip is not responsible for Your use of any third-party product or service not provided by AirStrip including the FreeStyle Libre sensor and the LibreView system (collectively, the 'Third-Party Products').

The LibreLink app can only calculate and display information that it receives from the FreeStyle Libre sensor with which it communicates. Glucose data from other devices are not received by the LibreLink app or transferred by the LibreLink app to the LibreView system.

Any terms in any purchase order or other documentation issued by or on behalf of You that contains additional or conflicting terms or purports to replace, reject, modify or be a counter offer to this agreement are expressly rejected and are void as such.

YOUR USE OF THE LIBRELINK APP CONSTITUTES, AND IS CONDITIONED UPON, YOUR AGREEMENT TO BE BOUND BY THIS AGREEMENT. BY CLICKING THE 'ACCEPT' BUTTON OR BY INSTALLING, USING OR OTHERWISE ACCESSING THE LIBRELINK APP, YOU EXPLICITLY AGREE THAT THIS AGREEMENT WILL APPLY TO YOUR USE OF THE LIBRELINK APP. IF YOU DO NOT, OR THE PERSON ON WHOSE BEHALF YOU ARE USING THE LIBRELINK APP DOES NOT, AGREE TO THIS AGREEMENT, DO NOT INSTALL THIS APP.

1. **GENERAL.** The Licensor has developed the LibreLink app, and the Licensor holds the marketing authorisations/registrations for the LibreLink app. Abbott is the developer of FreeStyle Libre sensors for the FreeStyle Libre flash glucose monitoring system and is the data controller of Your information within the LibreView system, where You may upload data based on readings from Your FreeStyle Libre sensor using the LibreLink app. Marketing authorisations/registrations for the LibreView system are held by Newyu, Inc. ('Newyu'). By using the LibreLink app to collect data from Your FreeStyle Libre sensor, You acknowledge that Your Glucose Data will be calculated by and transmitted through the LibreLink app, stored in the LibreView system and disclosed to and accessed by Abbott. Your usage of the LibreLink app is subject to this Agreement as well as the LibreLink Privacy Notice and Terms of Use.
2. **LIBREVIEW SYSTEM ACCOUNT.** The LibreLink app is Your gateway to creating a LibreView system account in which Your personal information, including health-related data and Your FreeStyle Libre sensor readings will be directly transmitted to, and stored in, the LibreView system. More information about Your LibreView system account is available in Abbott's Privacy Note and Terms of Use.
3. **GRANT OF LICENCE.**
 - a. **Use.** The Licensor grants You a non-transferable, non-assignable, non-exclusive, revocable licence (the 'Licence') to install and use the LibreLink app on Your mobile device that You own or control or on the mobile device of a child for whom You exercise parental/guardian control, provided that You agree to and comply with all the terms and conditions of this Agreement. You must ensure that any use of the LibreLink app by Your child complies with the provisions of this Agreement. By entering into this Agreement on behalf of Your child, You are agreeing to the terms of this Agreement on behalf of You and Your child.
 - b. **Reservation of Rights.** You agree to use the LibreLink app only for the purposes permitted by this Agreement, and only to the extent permitted by any applicable law, regulation or generally accepted practice in the applicable jurisdiction. You do not have the right to use the LibreLink app on any mobile device that You do not own, control or have otherwise been granted legitimate access to. You do not have the right to copy, reproduce, republish, upload or post, or otherwise make available, the LibreLink app or Documentation, or any portion thereof, in any form, on the Internet or in any other way to any other person. You do not have the right to license, sell, rent, lease, transfer, sub-license, distribute or otherwise transfer rights to the LibreLink app or Documentation. You do not have the right to use the LibreLink app to connect to a FreeStyle Libre sensor that has been started with an Abbott FreeStyle Libre reader ('Reader') of any person other than You for the purpose of transmitting its data to Your LibreView system account. You should not connect your LibreLink app to a glucose sensor of any third party. You have no right to receive, distribute, use or examine any source code or design documentation relating to

the LibreLink app, except and then solely to the extent required to be permitted by applicable law. The licence granted herein does not constitute a sale of the LibreLink app or the Documentation, any Intellectual Property Rights (as defined hereinafter) contained therein, or any portion or copy thereof. **RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY THE LICENSOR.** You agree to only use the LibreLink app as expressly permitted herein. The LibreLink app is licensed not sold, to You by the Licensor. The foregoing shall not apply to German Users to the extent prohibited by applicable copyright law in Germany.

The Licensor, its affiliates and its suppliers own or license all rights, title and interests in and to the LibreLink app. You agree to refrain from any action that would diminish such rights or would call them into question. You acknowledge that the LibreLink app contains CONFIDENTIAL source code and agree not to disclose, provide or otherwise make available confidential information within the LibreLink app in any form to any third party without the prior written approval of the Licensor. Unauthorised copying of the LibreLink app or failure to comply with the restrictions in this Agreement (or any other breach of the Licence herein) will result in automatic termination of this Agreement and You agree that it will constitute immediate, irreparable harm to the Licensor or its licensors for which monetary damages would be an inadequate remedy, and that injunctive relief will be an appropriate remedy for such breach. *For German Users:* Your right to prove that no damage has occurred remains unaffected by the foregoing. Some of the foregoing provisions may be ineffective in certain countries/states/provinces/ jurisdictions, so the above acknowledgements and terms may not apply to You in their entirety.

- c. **Third-Party Products.** Notwithstanding the terms and conditions of this Agreement, Third-Party Products are licensed or provided to You subject to the terms and conditions of any purchase agreement, software licence agreement, privacy notice, terms of use or services agreement accompanying such Third-Party Products, whether in the form of a discrete agreement, shrink wrap licence or electronic licence terms accepted at the time of download. Your use of the Third-Party Products shall be governed entirely by the terms and conditions of any such agreement(s) or policy. NEITHER THE LICENSOR NOR ANY DEVELOPER OF THE LIBRELINK APP SHALL HAVE ANY LIABILITY WITH RESPECT TO ANY OF THE THIRD-PARTY PRODUCTS.
- d. **Ownership of Intellectual Property** You acknowledge and agree that all Intellectual Property Rights (as defined hereinafter) in the LibreLink app and Documentation and any improved, updated, upgraded, modified, customised or additional parts thereof are owned by the Licensor, its affiliates or its licensors and are protected by law and international treaty provisions, including but not limited to copyright, patent, trade secret, trade dress, trademark, rights in get-up, goodwill, rights in designs, technology, artwork, rights in computer software (including source code), database and similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any media now known or hereinafter invented, in any part of the world ('Intellectual Property Rights'). The licence granted herein confers no title, ownership rights or interest in the Intellectual Property Rights. You acknowledge that You do not acquire any title, ownership rights or interest in or to the Intellectual Property Rights. Any goodwill derived through the use of the Intellectual Property Rights pursuant to the terms of this Agreement shall inure solely to the benefit of the Licensor, its affiliates and/or its licensors. The structure, organisation and code of the LibreLink app are the valuable trade secrets and confidential information of the Licensor, its affiliates and/or its licensors. You shall not remove any product

identification, copyright notices or proprietary restrictions from the LibreLink app. LibreLink, LibreView, FreeStyle Libre, FreeStyle and related brand marks are trademarks of Abbott Diabetes Care Inc. in various jurisdictions (the 'Abbott Trademarks'). Any and all goodwill derived through the use of the Abbott Trademarks pursuant to the terms of this Agreement shall inure solely to the benefit of Abbott Diabetes Care Inc. Other trademarks included or accessed during the use of the LibreLink app are the trademarks of their respective owners and all goodwill associated with such trademarks shall inure to such respective trademark owners. Licensor, its affiliates and its licensors reserve all rights not expressly granted to You in this Agreement.

Notwithstanding anything to the contrary, the Licensor does not transfer to the User any ownership or Intellectual Property Rights in the LibreLink app, the Documentation or any other technology, information or materials, and as between the parties, the Licensor, its affiliates and its licensors retain exclusive ownership of all right, title and interest in and to all aspects of the LibreLink app, the Documentation and all other technology, information and materials, as well as any and all copies or modifications thereof (by whomever made and whenever made), including, but not limited to, all Intellectual Property Rights with respect to any and all of the foregoing. Portions of the LibreLink app may include material provided by third parties in which Intellectual Property Rights subsist. The licensors of such third-party materials retain all of their respective rights, title and interest in and to such third-party materials and all copies thereof, including, but not limited to, any and all Intellectual Property Rights. The use of this third-party material and the associated rights are hereby acknowledged by You, except and then solely to the extent that the foregoing acknowledgement is ineffective in certain countries/states/provinces/jurisdictions.

- e. **Limitation On Reverse Engineering.** You are not permitted to (and You agree not to and not to permit or facilitate third parties to) reverse engineer, decompile, disassemble, decode, translate, modify, create derivative works of, gain access to the source code, reduce non-human readable elements in the LibreLink app to human-readable form, modify or adapt the LibreLink app, any updates to same, or any part thereof, except and then solely to the extent required to be permitted under applicable law.
- f. **Non-Circumvention.** The integrity of the LibreLink app is protected by technical protection measures (each, a 'TPM') so that the Intellectual Property Rights, including copyright, in the app are not misappropriated. To the extent permitted by applicable law, You must not attempt in any way to remove or circumvent any such TPM, nor apply or manufacture for sale or hire, import, distribute, sell or let for hire, offer or expose for sale or hire, advertise for sale or hire or have in Your possession for private or commercial purposes any means the sole intended purpose of which is to facilitate the unauthorised removal or circumvention of such TPM.
- g. **Support.** Free technical support is available for the LibreLink app by contacting <http://www.librelink.com/support>. A third party has been engaged to provide customer support. If Your enquiry relates to the LibreView system, the FreeStyle Libre sensor or a NFC-to-Bluetooth Scanner used to scan the sensor ('NFC Scanner') (as applicable), You will be transferred to the appropriate party. The Licensor may provide customer support for the LibreLink app only. The Licensor reserves the right at any time to discontinue, cancel or modify the technical support provided. Please note that if a support issue arises while You are connected to a FreeStyle Libre sensor, do not uninstall the LibreLink app and do not clear data from the LibreLink app before contacting technical support.

Uninstalling the LibreLink app and/or clearing data will cause You to lose all historical data.

4. **FEATURES.** The connection to the FreeStyle Libre sensor depends on the type of mobile device that you are utilising. The LibreLink app uses the NFC capabilities of Your Android phone to receive information from the FreeStyle Libre sensor. For iPhones, the LibreLink app uses Bluetooth connection capabilities with an NFC Scanner to receive information from the FreeStyle Libre sensor. The LibreLink app includes functionality which allows Users to link their Reader and the LibreLink app to their FreeStyle Libre sensor during the one-hour warm up period for newly started sensors. If You start Your FreeStyle Libre sensor with the Reader, but do not scan that FreeStyle Libre sensor during the one-hour warm-up period with the LibreLink app, then Your FreeStyle Libre sensor will only work with Your Reader. If You start Your FreeStyle Libre sensor with the LibreLink app, then Your FreeStyle Libre sensor will only work with the LibreLink app and not with Your Reader. This feature is meant to allow You to continue to use the FreeStyle Libre sensor in the event that Your mobile device or NFC Scanner has poor NFC performance while scanning Your FreeStyle Libre sensor. As the size and location of the NFC antenna is different across phone models, the scanning performance may vary. Additionally, performance may vary based on other factors, such as the type of phone case You utilise, or if You have downloaded an unauthorised third-party app that may claim to be compatible with the FreeStyle Libre sensor or otherwise use NFC. Notwithstanding, Glucose Data captured on a different mobile device will not be visible on the LibreLink app, as the LibreLink app can only display Glucose Data that it receives from the FreeStyle Libre sensor with which it communicates. PLEASE NOTE IF YOU HAVE DOWNLOADED AN UNAUTHORISED THIRD-PARTY APP THAT MAY CLAIM TO BE COMPATIBLE WITH YOUR FREESTYLE LIBRE SENSOR, THE LIBRELINK APP MAY NOT OPERATE AS INTENDED. USE OF SUCH THIRD-PARTY APPS IS AT YOUR OWN RISK.
5. **UPGRADES.** From time to time updates to the LibreLink app may be available through the app store provider. Depending on the update, You may not be able to use the LibreLink app until You have downloaded the latest version of the LibreLink app and accepted any new terms that may apply. To use a LibreLink app version identified as an upgrade by the Licensor, You must first be licensed to use the original LibreLink app which has been identified by the Licensor as eligible for the upgrade. After upgrading, You may no longer use the version of the LibreLink app that formed the basis for Your upgrade eligibility and the upgraded software shall be deemed the 'LibreLink app' licensed hereunder; provided that the foregoing shall not apply to German Users to the extent prohibited by applicable copyright laws in Germany. This Agreement applies to any and all updates or supplements to each version of the LibreLink app, unless the Licensor provides other terms along with the update or supplement. In case of a conflict between this Agreement and other terms provided with respect to updates or supplements, such other terms will prevail. This Section 5 will not require the Licensor to deliver new features and functionality which are priced separately by the Licensor nor any future products.
6. **NON-TRANSFERABILITY OF USER ACCOUNT.**
 - a. **Third Party.** The LibreLink app may not be transferred to another end user and should be uninstalled if You transfer the mobile device(s) on which it is installed. The data that You store in or transmit using the LibreLink app are specific to You. If another end user desires to utilise the LibreLink app, he or she should download the LibreLink app directly to his or her device and create a new LibreView system account.
 - b. **Restrictions.** You may not rent, lease, lend, sell, redistribute, transfer, assign or sub-license the LibreLink app or use the LibreLink app for commercial time-sharing or otherwise in providing services to third parties. You may not sub-

license, assign or transfer the licence or the LibreLink app except as expressly provided in this Agreement.

7. **TERM.** This Agreement is effective upon Your acceptance of the same and shall continue unless terminated in accordance with the terms of this Agreement. This Agreement will terminate immediately and without additional notice in the event that You breach, and/or fail to comply with, any term or condition of this Agreement. The Licensor may terminate its provision of support for the LibreLink app if You elect to discontinue utilising the LibreLink app, or at any time if it elects to stop offering the LibreLink app. If Your licence to the LibreLink app terminates, You must discontinue use and uninstall and destroy all copies of the LibreLink app and Documentation; all rights granted to You under this Agreement shall cease; You must immediately cease all activities authorised by this Agreement; and You will no longer be able to use the LibreLink app, including any use of the LibreLink app to access any data that You store in the LibreView system. The foregoing sentence shall not apply to German Users to the extent prohibited by applicable German copyright law.
8. **DATA AND PRIVACY.** The Licensor is NOT responsible for and does not collect, use, store, access or otherwise disclose: (i) any personal information that You enter into the LibreLink app when creating Your LibreView system account; (ii) any Glucose Data transmitted to the LibreView system; or (iii) Your FreeStyle Libre sensor readings. Your personal information, including Your Glucose Data and FreeStyle Libre sensor readings are transmitted directly to the LibreView system which is controlled by Abbott. Abbott is the data controller of Your personal information and as such Your personal information is subject to Abbott's Privacy Note and Terms of Use. The Licensor uses the service provider Firebase, an affiliate of Google Inc., with offices at 1600 Amphitheatre Parkway, Mountain View, California 94043, USA ('Firebase') to report when the LibreLink app crashes so that we can support and improve the LibreLink app. Firebase's software is built into the LibreLink app. If the LibreLink app crashes during normal use, the LibreLink app will send certain information about the incident to the Licensor and to Firebase. Note that this does not involve the use of Your personal information. The Licensor may receive some of Your personal information for the purposes of resolving any issue(s) with the LibreLink app. To the extent that such personal information is received, the Licensor will comply at all times with applicable laws.
9. **DISCLAIMER OF WARRANTIES; WARNINGS.**
 - a. The LibreLink app is provided to enable You to receive glucose information on Your mobile device from the FreeStyle Libre sensor, store the Glucose Data on Your mobile device and transmit Your Glucose Data to the LibreView system. **THE USE OF THE LIBRELINK APP IS AT YOUR SOLE RISK.** The LibreLink app is not intended for use on a mobile device that has been altered or customised to remove, replace or circumvent the manufacturer's approved kernel, system configuration or use restrictions, or which violates the manufacturer's warranty. Use of the LibreLink app may adversely affect the operation of other software and devices. Any content created for, or included in, the LibreLink app is for the purpose of providing information only. **THE LIBRELINK APP IS NOT INTENDED TO BE USED IN OR FOR THE PRACTICE OF MEDICINE OR THE PROVISION OF MEDICAL CARE OR SERVICES, NOR IS IT INTENDED TO PROVIDE INDIVIDUALISED MEDICAL SERVICES OR CARE.** In providing the LibreLink app, the Licensor does not provide medical advice. The Licensor solely provides the LibreLink app which You may use to calculate and transmit Glucose Data from the FreeStyle Libre sensor to the LibreView system. The Licensor shall not have any responsibility for the Glucose Data. Although the Licensor believes the Glucose Data displayed in the LibreLink app to be accurate at the time they are received from the FreeStyle Libre sensor or accessed from the LibreView system,

the Licensor cannot warrant the accuracy of Glucose Data received from the FreeStyle Libre sensor or as stored in the LibreView system. Do not use the LibreLink app during times of rapidly changing glucose levels (more than 0.1 mmol/L (2 mg/dL) per minute), or in order to confirm hypoglycaemia or impending hypoglycaemia. During times of rapidly changing glucose, interstitial fluid glucose levels as measured by the FreeStyle Libre sensor may not accurately reflect blood glucose levels. Under these circumstances, check glucose by conducting a finger-prick test using a blood glucose monitor. Do not ignore symptoms that may be due to low or high blood glucose. If You have symptoms that do not match the reading in the LibreLink app or suspect that Your reading may be inaccurate, check the reading by conducting a fingerprick test using a blood glucose meter. If You are experiencing symptoms that are not consistent with Your glucose readings, consult Your healthcare professional. The content provided is not meant to serve as a substitute for medical advice, diagnosis or treatment, or for the individualised advice or care of a healthcare provider. Some of the foregoing disclaimers may be ineffective in certain countries/states/provinces/jurisdictions, and may not apply to You in their entirety.

- b. THE LIBRELINK APP IS NOT TO BE USED AS A SUBSTITUTE FOR PROFESSIONAL HEALTHCARE JUDGEMENT, DIRECT MEDICAL SUPERVISION OR EMERGENCY INTERVENTION; OR FOR EMERGENCY USE OR FOR TRANSMISSION OR INDICATION OF ANY REAL-TIME ALARMS OR TIME-CRITICAL DATA. ALL PATIENT MEDICAL DIAGNOSES AND TREATMENT ARE TO BE PERFORMED BY AN APPROPRIATE HEALTHCARE PROFESSIONAL. THE LIBRELINK APP ENABLES YOU TO RECEIVE GLUCOSE INFORMATION FROM THE FREESTYLE LIBRE SENSORS ON YOUR MOBILE DEVICE, CALCULATE GLUCOSE VALUES, STORE THE GLUCOSE DATA ON YOUR MOBILE DEVICE, AND PROVIDES A MEANS FOR YOU TO TRANSMIT THE DATA GENERATED BY YOUR GLUCOSE SENSORS AND CALCULATED BY THE LIBRELINK APP USING YOUR MOBILE DEVICE TO THE LIBREVIEW SYSTEM. NEITHER THE LICENSOR, NOR ANY OF ITS AFFILIATED COMPANIES, ARE RESPONSIBLE OR LIABLE FOR ANY DIAGNOSIS, DECISION OR ASSESSMENT MADE BY A USER OR ANY INJURIES A USER MAY INCUR AS A RESULT OF ANY DECISIONS MADE BASED ON THE CONTENT OF THE LIBRELINK APP AND DOCUMENTATION.
- c. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSOR, ITS AFFILIATES AND ITS SUPPLIERS PROVIDE THE LIBRELINK APP 'AS IS' AND WITH ALL FAULTS AND DEFECTS AND WITHOUT ANY OTHER WARRANTY OF ANY KIND, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE AND OF LACK OF VIRUSES ALL WITH REGARD TO THE LIBRELINK APP. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE LICENSOR OR AN AUTHORISED REPRESENTATIVE OF THE LICENSOR SHALL CREATE A WARRANTY. The Licensor and its licensors and developers do NOT warrant that the functions contained in the LibreLink app will meet Your requirements or that the operation of the LibreLink app will be uninterrupted or error free or that such errors will be corrected. Software, such as that used in the LibreLink app, is inherently subject to bugs and potential incompatibility with other computer software and hardware. You should not use the LibreLink app for any applications in which failure could cause any significant damage or injury to persons or tangible or intangible property. Some countries/states/provinces/jurisdictions do not allow the exclusion of implied

warranties or limitations on the duration of implied warranties, so the above disclaimer may not apply to You in its entirety. To the extent that applicable law requires the Licensor to provide warranties, You agree that the scope and duration of such warranty shall be to the minimum extent required to be provided under such applicable law.

- d. IN NO EVENT DOES THE LICENSOR PROVIDE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO ANY THIRD-PARTY HARDWARE OR SOFTWARE, INCLUDING THE THIRD-PARTY PRODUCTS WITH WHICH THE LIBRELINK APP IS DESIGNED TO BE USED, OR THE ACCURACY OF DATA DISPLAYED ON THE LIBRELINK APP, AND THE LICENSOR DISCLAIMS ALL LIABILITY WITH RESPECT TO ANY FAILURES THEREOF. THE LICENSOR MAKES NO REPRESENTATION OR WARRANTY THAT IT HAS CONTROL OR THE ABILITY TO CONTROL ANY OF YOUR PERSONAL INFORMATION INCLUDING HEALTH-RELATED DATA, WHICH IS UNDER THE DIRECT AUTHORITY AND CONTROL OF ABBOTT, AS IT IS COLLECTED AND TRANSMITTED TO YOUR LIBREVIEW SYSTEM ACCOUNT. THE LICENSOR DISCLAIMS ANY AND ALL LIABILITY THAT MAY DERIVE FROM ACTIONS OF, OR CLAIMS AGAINST, ANY THIRD-PARTY PROVIDERS. SOME COUNTRIES/STATES/PROVINCES/JURISDICTIONS DO NOT ALLOW DISCLAIMERS OF WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU IN ITS ENTIRETY.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY LOSSES THAT YOU MAY INCUR, THE ENTIRE LIABILITY OF THE LICENSOR, ITS AFFILIATES AND ANY OF ITS SUPPLIERS AND DEVELOPERS UNDER ANY PROVISION OF THIS AGREEMENT AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO EITHER THE FIXING, REPAIRING OR OTHERWISE RECTIFYING ANY LIBRELINK APP FAULTS, EVEN IF ANY SUCH LOSS WAS FORESEEABLE OR CONTEMPLATED BY THE PARTIES, OR WHERE APPLICABLE, THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE LIBRELINK APP OR \$10.00. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE LICENSOR, ITS AFFILIATES OR ITS DEVELOPERS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, FOR LOSS OF DATA OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE LIBRELINK APP, THIRD-PARTY SOFTWARE AND/OR THIRD-PARTY HARDWARE USED WITH THE LIBRELINK APP, FOR LOSS FROM ANY VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR DEVICE DUE TO YOUR DOWNLOADING THE LIBRELINK APP OR ANY MATERIAL/WEBSITE LINKED TO IT, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT), EVEN IF THE LICENSOR, ITS AFFILIATES OR ANY DEVELOPER OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE. ONLY YOU CAN IMPLEMENT THE BACK-UP PLANS AND SAFEGUARDS NECESSARY TO APPROPRIATELY ADDRESS YOUR NEEDS IN THE EVENT THAT AN ERROR IN THE LIBRELINK APP CAUSES COMPUTER PROBLEMS AND RELATED DATA LOSSES. FOR THESE BUSINESS REASONS YOU UNDERSTAND AND AGREE TO THE LIMITATIONS OF LIABILITY IN THIS SECTION AND ACKNOWLEDGE THAT WITHOUT YOUR AGREEMENT TO THIS PROVISION, THE FEE CHARGED FOR THE LIBRELINK APP WOULD BE HIGHER. Some countries/states/provinces/ jurisdictions prohibit or limit the exclusion or limitation of liability or incidental or consequential damages, so the above limitations or exclusions may not apply to You. *For German Users:* The Licensor will be liable for any culpable breach of material contractual obligations (cardinal obligations). Cardinal obligations are contractual obligations that must be fulfilled to permit proper

execution of the Agreement and may regularly be relied upon by You. The liability of the Licensor and its developers will otherwise be limited to gross negligence and wilful misconduct. In the event of any liability on the part of the Licensor or any of its developers due to any breach of cardinal obligations or slight misconduct on the part of simple vicarious agents, the Licensor's and its developers' liability will be limited to typical foreseeable damages. This will not affect the Licensor's unlimited liability in connection with the loss of life, bodily injury or illness or its unlimited liability in connection with the German Product Liability Act. *For UK Users:* Nothing in this Agreement shall exclude the Licensor's liability for (i) death or personal injury arising out of its negligence or (ii) fraudulent misrepresentation in connection with the LibreLink app.

11. **INDEMNITY.** YOU AGREE TO INDEMNIFY AND HOLD THE LICENSOR, ITS SUPPLIERS AND DEVELOPERS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, ASSIGNS AND LICENSORS HARMLESS FROM ANY CLAIM OR DEMAND (INCLUDING BUT NOT LIMITED TO REASONABLE LEGAL FEES) MADE BY A THIRD PARTY DUE TO OR ARISING OUT OF OR RELATED TO YOUR VIOLATION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOUR VIOLATION OF ANY LAWS, REGULATIONS OR THIRD-PARTY RIGHTS INCLUDING ANY INFRINGEMENT BY YOU ON THE COPYRIGHT OR INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, OR YOUR NEGLIGENT ACT, OMISSION OR WILFUL MISCONDUCT. *For German Users:* Your right to prove that no damage has occurred remains unaffected by the foregoing.
12. **APPLICABLE LAW.** This Agreement and the entire relationship between the parties hereto is governed by the laws of the State of Texas exclusive of conflict of law provisions. You agree that this Agreement shall be fully performable in Bexar County, Texas, and You agree that the jurisdiction and venue are correct in the State and federal courts located in Bexar County, State of Texas, United States of America, with respect to any proceedings arising from this Agreement or the relationship between the parties hereto. Notwithstanding the foregoing, in the event of such breach or threatened breach of Your obligations with respect to confidentiality or intellectual property, the Licensor will be entitled to equitable relief, including in a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction. If, however, Your country of principal residence is a member state of the European Union or the European Free Trade Association, this Agreement is governed by the laws of that country, and any action at law may only be brought before a court of competent jurisdiction of that country. The parties hereby agree that this Agreement is not governed by the United Nations Convention on Contracts for the International Sale of Goods.
13. **ENTIRE AGREEMENT.** This Agreement is the entire agreement between You and the Licensor relating to the LibreLink app and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the LibreLink app or any other subject matter covered by this Agreement. To the extent that the terms of any policies or programmes for support services conflict with the terms of this Agreement, the terms of this Agreement shall control. In the event of a conflict between the English and any non-English versions of this Agreement, the English version shall govern. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement will remain in force and effect. Sections 3.b, 3.c, 3.d, 3.e, 3.f, 7, 8, 9, 10, 11, 12 and 13 shall survive termination of this Agreement.
14. **FORCE MAJEURE.** Neither the Licensor nor any of its suppliers or licensors shall have any liability for any failure to perform its obligations under this Agreement if

such failure is caused by fire, flood, natural disaster, epidemic, act of God, strike, civil unrest, riot, insurrection, revolution, war, terrorism, lack or failure of suppliers or transportation facilities, failure of utilities or telecommunications, failure of third-party software, law or governmental regulation or other cause or event which is of a magnitude or a type beyond the reasonable control of the Licensor or such other party.

15. **MODIFICATIONS TO THIS AGREEMENT.** The Licensor reserves the right at any time to modify this Agreement to impose new or additional terms or conditions on Your use of the LibreLink app. Such modifications and additional terms will be communicated to You when You next log-in to the LibreLink app following an update notification which You may receive from Your app store provider. The new terms may be displayed on-screen and You may be required to read, explicitly consent and agree to them to continue Your use of the LibreLink app. If You cannot accept any new terms You will no longer be able to use the LibreLink app. *For German Users:* You will be notified of any changes in this Agreement when You start the LibreLink app. You will always be able to store or print out changes in legible form. Changes will be considered to have been accepted by You unless You inform the Licensor in writing or by using an electronic means agreed upon by the Licensor. We will draw Your attention to this fact when changes are announced. If You should decide to object to any change, You must do so within six (6) weeks after receipt of the announcement of the change.

YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, UNDERSTAND ALL SUCH TERMS AND CONDITIONS, AND AGREE TO BE BOUND THEREBY.

BY CLICKING THE 'ACCEPT' BUTTON OR BY INSTALLING, USING OR OTHERWISE ACCESSING THE LIBRELINK APP: (I) YOU INDICATE THAT YOU INTEND YOUR ACT TO SERVE AS YOUR SIGNATURE TO THIS AGREEMENT AND TO HAVE THE SAME FORCE AND EFFECT AS THE USE OF A MANUAL SIGNATURE; (II) IF YOU ARE INSTALLING, USING OR OTHERWISE ACCESSING THE LIBRELINK APP IN YOUR CAPACITY AS AN EMPLOYEE OR AGENT OF A BUSINESS ENTITY, YOU WARRANT THAT YOU HAVE ACTUAL AUTHORITY TO LEGALLY BIND SUCH ENTITY TO THIS AGREEMENT; AND (III) YOU REPRESENT AND WARRANT THAT YOU ARE OF VALID LEGAL AGE AND CAPACITY TO ENTER INTO THIS AGREEMENT AND AUTHORISE THE COLLECTION OF INFORMATION THROUGH THE LIBRELINK APP FROM EITHER YOU OR THE CHILD FOR WHOM YOU ARE GUARDIAN.

IF YOU ARE A CHILD, YOUR PARENT/GUARDIAN WILL NEED TO ACCEPT THIS AGREEMENT.

Please print a copy of this Agreement for Your records.

IF YOU DO NOT ACCEPT ALL TERMS OF THIS AGREEMENT, DO NOT INSTALL THE LIBRELINK APP.