

NEWYU LIBRELINKUP END USER LICENCE AGREEMENT

Effective date: May 2018

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING AND USING THE LIBRELINKUP APP: THIS END USER LICENCE AGREEMENT (the 'Agreement' or the 'Terms') is between Newyu, Inc. ('Newyu', 'us' or 'we') and the end user who accepts the terms in this Agreement ('you' or the 'User').

This Agreement is a legal contract between you and Newyu. It explains how you are permitted to use the LibreLinkUp App ('LibreLinkUp') and associated services, including user documentation (the 'Services') provided by Newyu, including any updates or supplements to LibreLinkUp, related documents and the Services.

Abbott Diabetes Care Inc. ('Abbott') of 1420 Harbor Bay Pkwy, Alameda, CA 94502, USA is the developer of Sensors ('Sensors'), Readers ('Readers') and glucose test meters ('Meters') for the FreeStyle Libre family of products and the FreeStyle LibreLink mobile app, and the LibreView data management system ('LibreView system'). Abbott is the controller of your personal information transmitted to or stored by you in the LibreView system.

Newyu, Inc. is the developer of LibreLinkUp as a component of the LibreView system, for which Newyu holds the marketing authorisations/registrations including the CE Mark. The LibreLinkUp app allows you, once you have been invited, to view glucose readings from your family members and/or friends where they elect to share with you the data that they store in the LibreView system.

Your use of LibreLinkUp is also subject to the LibreLinkUp Privacy Notice and Terms of Use ('Privacy Notice'), which explains how we handle your personal information that you provide to us through your use of LibreLinkUp.

THE LIBREVIEW SYSTEM IS A SECURE, CLOUD-BASED DIABETES MANAGEMENT SYSTEM THAT MAY BE USED BY INDIVIDUALS, HEALTHCARE PROFESSIONALS AND ABBOTT TO AID IN THE REVIEW, ANALYSIS AND EVALUATION OF HISTORICAL GLUCOSE DATA, GLUCOSE TEST RESULTS AND KETONE TEST RESULTS TO SUPPORT AN EFFECTIVE DIABETES HEALTH MANAGEMENT PROGRAMME.

LIBRELINKUP AND THE LIBREVIEW SYSTEM ARE NOT INTENDED FOR THE DIAGNOSIS OF OR SCREENING FOR DIABETES MELLITUS.

USERS SHOULD BE AWARE THAT THE LIBREVIEW SYSTEM IS AN INFORMATION MANAGEMENT SERVICE THAT ENABLES THE ANALYSIS OF GLUCOSE DATA, AND IS NOT INTENDED AS A SUBSTITUTE FOR THE ADVICE OF A HEALTHCARE PROFESSIONAL. INDIVIDUALS USING THE LIBREVIEW SYSTEM TO RECEIVE INFORMATION ABOUT PERSONS WITH DIABETES SHOULD ALWAYS CONSULT A HEALTHCARE PROFESSIONAL IF THEY HAVE ANY QUERIES OR CONCERNS ABOUT DIABETES MANAGEMENT.

THE LIBREVIEW SYSTEM PROVIDES A MEANS FOR YOU TO VIEW THE GLUCOSE READINGS TRANSMITTED VIA FREESTYLE LIBRELINK AND STORED IN THE LIBREVIEW SYSTEM. NEITHER NEWYU NOR ANY OF ITS AFFILIATED COMPANIES ARE RESPONSIBLE OR LIABLE FOR ANY DIAGNOSIS, DECISION OR ASSESSMENT MADE BY A USER, OR ANY INJURIES THAT A USER MAY INCUR AS A RESULT OF ANY DECISIONS MADE BASED ON THE CONTENT OF THE PRODUCT.

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IF YOU DO NOT AGREE TO THIS END USER LICENCE AGREEMENT, DO NOT DOWNLOAD LIBRELINKUP AND DO NOT SET UP A LIBREVIEW SYSTEM ACCOUNT.

1. General: To use LibreLinkUp, you will need to create a LibreView system account when prompted. More information regarding the LibreView system and the LibreView system account is available in Abbott's LibreLinkUp Privacy Notice and Terms of Use and are governed such terms.

Use of the LibreView system may require: compatible devices; Internet access or data usage (charges may apply); certain software (fees may apply); and periodic updates, and the performance of the LibreView system may be affected by these requirements. Abbott only permits one LibreView system account per email address and reserves the right to limit the number of devices associated with a LibreView system account. You agree that meeting these requirements is your responsibility.

2. LibreView system account: LibreLinkUp allows you, once you have been invited, to see the glucose readings of those family members or friends that have opted to share their diabetes-related information that they store in the LibreView system with you. LibreLinkUp is your gateway to creating a LibreView system account in which your personal information will be stored. Provision of a LibreView system account is subject to your agreement to and compliance with all the terms and conditions of the LibreLinkUp Privacy Notice and Terms of Use, which is also available for viewing from within LibreLinkUp. We do not permit children to create a LibreView system account via LibreLinkUp. If you are a parent or guardian and become aware that your child has attempted to set up a LibreView system account using LibreLinkUp, or has attempted to provide us with information directly, please contact us using one of the methods specified at the end of this Agreement, and we will work with you to address this issue.

3. Limitations on use: Newyu grants you a non-exclusive right (the 'Licence') to use LibreLinkUp, provided that you agree to and comply with all terms and conditions of this Agreement. You agree to use the LibreView system only for purposes permitted by this End User Licence Agreement, and only to the extent permitted by any applicable law, regulation or generally accepted practice in the applicable jurisdiction. If your use of the LibreView system or other behaviour intentionally or unintentionally threatens our ability to provide the LibreView system, we shall be entitled to take all reasonable steps to protect the LibreView system, which may include suspension of your access to the LibreView system or termination of your LibreView system account. Nothing in this End User Licence Agreement shall be construed to convey to you any interest, title or licence in a LibreView system account or similar resource used by you in connection with the LibreView system. You agree that you will not reproduce, copy, duplicate, sell, resell, rent or trade the LibreView system (or any part thereof) for any purpose.

4. Permitted uses: This End User Licence Agreement allows you to download and install LibreLinkUp: (i) if you are an individual user for yourself or other adult (anyone 18 or older) in your household for personal, non-business use by you and other members of your household; or (ii) if you are a professional or organisational user, you may download and install LibreLinkUp over your organisation's network, for use by any employee or other individual authorised by your organisation, unless you are located in France where use of LibreLinkUp by professional users is not permitted.

5. Prohibited uses: You agree that you will NOT use the LibreView system to:

(a) access the glucose readings of any individual that has not elected to share their FreeStyle LibreLink glucose readings with you;

(b) pretend to be anyone that you are not, or misrepresent who you are or otherwise misrepresent your affiliation with any person (including a child) by inducing them to share their LibreView system account information with you. We reserve the right to reject or block any LibreView system account or email address which has or could be deemed to have viewed or otherwise accessed another individual's LibreView system account without having obtained that person's prior authorisation;

- (c) engage in any infringement of Intellectual Property Rights (including uploading any content to which you do not have the right to upload);
- (d) interfere with or disrupt the LibreView system (including accessing the LibreView system through any automated means, such as scripts or web crawlers), or any servers or networks connected to the LibreView system, or any policies, requirements or regulations of networks connected to the LibreView system (including any unauthorised access to, use or monitoring of data or traffic thereon);
- (e) monitor, gather, store, view or otherwise access any personal information, including health information, of any persons using an Abbott FreeStyle Libre flash glucose monitoring system without first having received their prior consent or without otherwise being authorised to do so;
- (f) reverse engineer, decompile, disassemble, decode, create derivative works of, gain access to the source code of, or modify the LibreView system except and then solely to the extent permitted under applicable law; and/or
- (g) take a screenshot of the data displayed on LibreLinkUp and share that data with other persons, without having obtained the prior consent of the person who elected to share their LibreView system account information with you.

6. Support: Free technical support is available by going to the LibreView.com support site and clicking on the 'Contact Support' link. Enquiries will be directed to the appropriate support teams.

7. Availability and accuracy of information: The LibreView system, or any feature or part thereof, may not be available in all languages or in all countries and we make no representation that the LibreView system, or any feature or part thereof, is appropriate or available for use in any particular location. To the extent that you choose to access and use the LibreView system, you do so at your own initiative and are responsible for compliance with any applicable laws. Any information visible to you via LibreLinkUp and stored in the LibreView system is based exclusively on glucose, ketone and insulin data and other information provided by third parties. We make no representations or warranties regarding the accuracy, completeness, reliability or timeliness of any data or content displayed on LibreLinkUp that has been provided by third parties, or of any data stored by you in the LibreView system. In particular, we make no representations or warranties that any information based on such data will be in compliance with government regulations requiring disclosure of information.

8. Changes: We reserve the right to modify this End User Licence Agreement and to impose new or additional terms or conditions on your use of the LibreView system at any time. Such modifications and additional terms and conditions will be communicated to you by being displayed on-screen when you next use the LibreView system via LibreLinkUp and, if accepted, will be effective immediately and will be incorporated into this End User Licence Agreement. In the event that you refuse to accept such changes, we will have the right to terminate this End User Licence Agreement and your LibreView system account. You agree that we shall not be liable to you or any third party for any modification or cessation of the LibreView system.

- (a) For users in the EEA and Switzerland:** You will be notified of any changes to this End User Licence Agreement when you log in to the LibreView system via LibreLinkUp. Changes will be considered to have been accepted by you unless you inform us in writing or by using electronic means agreed upon by us. 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 weeks after receipt of announcement of the change. In the event of an objection, we may terminate your LibreView system account upon four weeks' notice. Provision 8 does not apply to users located in the EEA and Switzerland. **Additional information for German users:** You will be able to store or print out changes to the End User Licence Agreement in legible form.

9. Non-transferability: LibreLinkUp 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 your LibreView system account, or view from LibreLinkUp, is specific to you. If another end user wishes to utilise LibreLinkUp, they should download LibreLinkUp directly to their mobile device once requested to do so by a friend or family member, and create their own LibreView system account.

You may not rent, lease, lend, sell, redistribute, transfer, assign or sublicense LibreLinkUp or use LibreLinkUp for commercial timesharing or otherwise in providing services to third parties. You may not sublicense, assign or transfer the licence or LibreLinkUp except as expressly provided in this Agreement.

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11. Limitation on reverse engineering: Except and solely to the extent that such restriction is permitted under applicable law, you are not permitted (and you agree not to or facilitate third parties to) reverse engineer, decompile, disassemble, decode, translate, modify, create derivative works of, gain access to the source code of or modify the Product, except and then solely to the extent required to be permitted under applicable law.

12. Upgrades: From time to time, updates to LibreLinkUp may be available through the app store provider or the Internet, including related regional websites. Depending on the update, you may not be able to use LibreLinkUp until you have downloaded the latest version of LibreLinkUp, reviewed any associated documents and accepted any new terms. To use a version of LibreLinkUp which has been identified by Newyu as an upgrade, you must first be licensed to use the original version of LibreLinkUp app identified by Newyu as eligible for the upgrade. After upgrading, you may no

longer use the original version of LibreLinkUp that formed the basis for your upgrade eligibility, and the upgraded software shall be deemed the version of 'LibreLinkUp' licensed hereunder; provided 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 LibreLinkUp provided by Newyu, unless Newyu 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 will not require Newyu to deliver new features and functionality which are priced separately by Newyu nor any future products.

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14. No medical advice: THE LIBREVIEW SYSTEM IS NOT INTENDED AS A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS OR TREATMENT. INDIVIDUALS SHOULD ALWAYS SEEK THE ADVICE OF A DOCTOR OR OTHER QUALIFIED HEALTHCARE PROFESSIONAL WITH ANY QUESTIONS THEY MAY HAVE REGARDING A MEDICAL CONDITION. INDIVIDUALS SHOULD NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF INFORMATION DISPLAYED ON LIBRELINKUP. NEWYU IS NOT A PROVIDER OF MEDICAL CARE AND NEWYU IS NOT RESPONSIBLE FOR NOTIFYING YOU OR ANY INDIVIDUAL'S DOCTOR OR OTHER HEALTHCARE PROFESSIONAL(S) OF ANY CHANGES IN GLUCOSE READINGS. The LibreView system is designed to help individuals using LibreLinkUp to receive, monitor and support those members of their family or friends using the FreeStyle Libre sensors to manage their diabetes through information, analysis and communication. YOUR DECISION TO TAKE ACTION BASED ON ANY INFORMATION ON THE LIBREVIEW SYSTEM OR ON ANY INFORMATION DISPLAYED ON LIBRELINKUP, OR RECEIVED FROM NEWYU EMPLOYEES, AGENTS OR SUPPLIERS IS SOLELY AT YOUR OWN RISK.

15. Disclaimer of warranties: YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE LIBREVIEW SYSTEM IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. Any content included in the LibreView system is for the purpose of providing information to enable the analysis of glucose data. Although we believe the data displayed in the LibreView system to be accurate as at the time it is transmitted to the LibreView system, we make no representation, express or implied, as to the accuracy, completeness or timeliness of the information. Some of the foregoing disclaimers may be ineffective in certain countries/states/provinces/jurisdictions, so may not apply to you in their entirety. In no event will we be liable to you for any losses from mistakes, omissions or delays in transmission of information, or from interruptions in telecommunications connections to the LibreView system.

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- (a) **For German and Swiss users:** This provision applies to you instead of section 15. The LibreView system is provided 'as is' and 'as available'. While seeking to avoid extensive downtimes and significant impediments to the usability of the LibreView system to the extent possible, Newyu does not warrant or guarantee error-free and uninterrupted accessibility and usability of the LibreView system or of any of the functions contained therein. Your statutory warranty rights remain unaffected by the foregoing.
- (b) **For UK users:** Nothing in Section 15 shall affect the statutory warranties in respect of satisfactory quality, fitness for purpose or accuracy of description.

16. Limitation of liability: NOTWITHSTANDING ANY LOSSES THAT YOU MAY INCUR, THE ENTIRE LIABILITY OF NEWYU, ITS AFFILIATES AND ITS SUPPLIERS UNDER ANY PROVISION OF THIS END USER LICENCE AGREEMENT AND YOUR EXCLUSIVE REMEDIES FOR ALL OF THE FOREGOING SHALL BE LIMITED TO EITHER THE FIXING, REPAIRING OR OTHERWISE RECTIFYING ANY FAULTS WITHIN THE LIBREVIEW SYSTEM, 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 LIBREVIEW SYSTEM ACCESS OR \$10.00. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NEWYU, ITS AFFILIATES AND ITS SUPPLIERS BE LIABLE FOR MONETARY DAMAGES, INCLUDING 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 LIBREVIEW SYSTEM, THIRD-PARTY SOFTWARE AND/OR THIRD-PARTY HARDWARE USED OR THAT MAY BE USED WITH THE LIBREVIEW SYSTEM, FOR LOSS FROM ANY VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR DEVICE DUE TO YOU DOWNLOADING ANY MOBILE APP/MATERIAL/WEBSITE LINKED TO THE LIBREVIEW SYSTEM, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS END USER LICENCE AGREEMENT), EVEN IF NEWYU, ITS AFFILIATES OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS ITS ESSENTIAL PURPOSE. ONLY YOU CAN IMPLEMENT BACK-UP PLANS AND SAFEGUARDS NECESSARY TO APPROPRIATELY ADDRESS YOUR NEEDS IN THE EVENT THAT AN ERROR IN THE LIBREVIEW SYSTEM CAUSES COMPUTER AND MOBILE DEVICE 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 END USER LICENCE AGREEMENT TO THIS PROVISION, ANY APPLICABLE FEE CHARGED 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.

- (a) **For UK and Swiss users:** Nothing in this End User Licence Agreement shall exclude our liability for death or personal injury arising out of our negligence or fraudulent misrepresentation in connection with the LibreView system.
- (b) **For German users:** We 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 this End User Licence Agreement and may regularly be relied upon by you. Our liability will otherwise be limited to gross negligence and wilful misconduct. In the event of any liability on the part of us due to a slightly negligent breach of cardinal obligations or slight misconduct on the part of simple vicarious agents, our liability will be limited to typically foreseeable damages. This will not affect any mandatory statutory liability, in particular our liability in connection with the loss of life, bodily injury or illness, or liability in connection with the German Product Liability Act. Provision 16 does not apply to users located in Germany.

17. Indemnity: You agree to indemnify, defend and hold harmless Newyu, its affiliates and their respective officers, directors, employees, agents, successors, assigns and licensors from and against any and all claims, demands, liabilities, losses, costs and expenses (including solicitors' and experts' fees) made by a third party due to or arising out of, or related to a violation of this Agreement or laws, regulations or third-party rights, including any infringement of their copyright or Intellectual Property Rights of any third party by you or others in your household or organisation, or otherwise in connection with your or their use of the LibreView system by negligent act, omission or wilful misconduct.

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21. Term: This Agreement is effective upon your acceptance of the same and shall continue in effect until terminated. You may ask us to delete your LibreView system account at any time. We may disable your use of or prevent access to LibreLinkUp if in our opinion you have failed to comply with any of the provisions of this Agreement. We may also terminate our provision of support or other services hereunder for the foregoing reasons, if we elect to stop offering such services or if the User elects not to continue utilising LibreLinkUp. If your licence terminates, you must discontinue use and uninstall LibreLinkUp; all rights granted to you under this Agreement shall cease; and you must immediately cease all activities authorised by this Agreement.

22. Applicable law: This End User Licence Agreement shall be governed and construed in accordance with the laws of the State of Washington without regard to its choice of law provisions. In the event of any conflict between foreign laws, rules and regulations and those of the United States, the laws, rules and regulations of the United States shall govern to the fullest extent possible. You agree that this End User Licence Agreement shall be fully performable in the State of Washington, and you agree that jurisdiction and venue are proper in of the state and federal courts located in the State of Washington, United States of America, with respect to any proceedings arising from this End User Licence Agreement or the relationship between the parties hereto. The parties hereby agree that the United Nations Convention on Contracts does not govern this End User Licence Agreement for the International Sale of Goods.

(a) For EEA and Swiss users: The foregoing shall not apply, except in respect to this End User Licence Agreement not being governed by the United Nations Convention on Contracts for the International Sale of Goods. For such users, the governing law of your country of residence shall apply.

23. Entire End User Licence Agreement: This Agreement is the entire agreement between you and Newyu relating to LibreLinkUp and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the LibreView system or any other subject matter covered by this End User Licence Agreement. In the event of a conflict between the English and any non-English versions of this End User Licence 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 full force and effect.

24. Force majeure: Neither Newyu, nor its affiliates or suppliers, 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 Newyu or such other party.

YOU ACKNOWLEDGE THAT YOU ARE AGED 18 OR OVER, OR SUCH OTHER AGE AS LOCAL LAW DEFINES AS AN ADULT, HAVE READ THIS END USER LICENCE AGREEMENT, AND UNDERSTAND ALL SUCH TERMS AND CONDITIONS AND AGREE TO BE BOUND THEREBY.

BY CLICKING THE 'ACCEPT' BUTTON OR BY INSTALLING, USING OR OTHERWISE ACCESSING LIBRELINKUP, YOU INDICATE THAT YOU INTEND YOUR ACT TO SERVE AS: (A) YOUR SIGNATURE TO THIS END USER LICENCE AGREEMENT IS TO HAVE THE SAME FORCE AND EFFECT AS THE USE OF A MANUAL SIGNATURE; (B) IF YOU ARE INSTALLING, USING OR OTHERWISE ACCESSING LIBRELINKUP 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 (C) YOU REPRESENT AND WARRANT THAT YOU ARE OF VALID LEGAL AGE AND CAPACITY TO ENTER INTO THIS AGREEMENT AND AUTHORISE THE COLLECTION OF YOUR INFORMATION THROUGH LIBRELINKUP.

Please print a copy of this End User Licence Agreement for your records.

IF YOU DO NOT ACCEPT ALL TERMS OF THIS END USER LICENCE AGREEMENT, DO NOT CLICK THE ACCEPT BUTTON AND DO NOT INSTALL LIBRELINKUP OR USE THE LIBREVIEW SYSTEM.