

## **About Mobile Application – End User License Agreement**

Effective Date: March 1, 2019

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You may use the App only if you are of legal age to form a binding contract (or, if you are a minor, if you have your parent’s or legal guardian’s permission to use the App, and your parent or legal guardian has read and agrees to this EULA on your behalf) and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction.

**BY CLICKING ACCEPT OR BY INSTALLING AND USING THE APP, YOU (I) INDICATE THAT YOU INTEND YOUR ACT TO SERVE AS AN ELECTRONIC SIGNATURE TO THIS LICENSE WITH THE SAME FORCE AND EFFECT AS A MANUAL SIGNATURE, AND (II) REPRESENT AND WARRANT THAT YOU ARE EITHER OVER 18 YEARS OF AGE OR THE LEGAL AGE OF MAJORITY SUCH THAT YOU HAVE CAPACITY TO AGREE THIS LICENSE. IF YOU DO NOT AGREE THEN YOU MAY NOT DOWNLOAD OR USE THE APP.**

**IF YOU HAVE A MEDICAL EMERGENCY, YOU ARE INSTRUCTED IMMEDIATELY TO CALL EMERGENCY PERSONNEL (911). DO NOT RELY ON THE APP OR THE INFORMATION PROVIDED THROUGH THE APP FOR EMERGENCY OR URGENT MEDICAL NEEDS. THIS APP IS NOT DESIGNED TO ASSIST WITH EMERGENCY OR URGENT MEDICAL NEEDS. ASCENSIA DOES NOT AND CANNOT GUARANTEE RESPONSES OR RESPONSE TIMES IF THIS APP IS USED IN THE EVENT OF MEDICAL EMERGENCIES.**

This App can be used with iOS (Apple) and Android smartphones but may not be compatible with all operating system versions. Please check compatibility with your operating system and phone before download. This App is compatible with certain blood glucose meters.

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4. **Enhancements and Updates.** From time to time, at its sole discretion, Ascensia may provide enhancements, updates or new versions of the App ("Updates") on its then standard terms and conditions thereof. This EULA shall apply to such enhancements and updates. The Updates may be automatically installed without providing any additional notice or receiving any additional consent. You consent to this automatic update. If you do not want such Updates, your remedy is to stop using the App. You acknowledge that you may be required to install updates to use the App and you agree to promptly install any Updates Ascensia provides.

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6. **Access to this App.** We do not guarantee that this App, or any content on it, will always be available or be uninterrupted and access to this App is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of this App without notice. We will not be liable to you if for any reason this App is unavailable at any time or for any period. You are responsible for making all arrangements necessary for you to have access to this App and acknowledge that there are risks inherent in software, hardware and internet connectivity that may result in interruptions or errors in and to the data transmitted or displayed using the App, regardless of measures taken to mitigate or avoid such occurrences.

You are also responsible for ensuring that all persons who access this App through your internet connection are aware of this EULA and other applicable terms, and that they comply with them.

7. **Registration.** As a registered user of the App, your data, including personal data such as your health information, will be stored in the cloud so you can later access that data. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

You are only permitted to set up one account per user and Ascensia reserves the right to limit the number of devices associated with an account. You agree that meeting these requirements is your responsibility and that you will be responsible for obtaining and maintaining any internet connections (fees may apply), computing equipment and supplies necessary for you to receive, access and use the Services. You agree to only use the Services as expressly permitted herein. Ascensia and its suppliers own all rights, titles and interests in and to Services.

Once registered, you agree that the data you transmit using the App is specific to you. You acknowledge and agree that the Service is designed and intended for personal use on an individual basis and you should not share your account and/or password details with any other person. If another person wishes to use the App, that person should download the App directly to his or her device and separately and individually agree to the EULA.

You are solely responsible for maintaining the confidentiality and security of your account and for all activities that occur on or through it. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of this EULA. Ascensia will not be responsible for any losses arising out of or in connection with the unauthorized use of your account.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at support@contournext.com.

8. **Location-Based Services.** Some of the features of the App may enable Ascensia to access your location in order to tailor your experience with the App based on your location (“Location-Based Services”). In order to use certain Location-Based Services, certain features of your mobile phone must be enabled, such as GPS, Wi-Fi, and Bluetooth, which enable Ascensia to identify your location through a variety of means, including GPS location, IP address, cell tower location, or detection by physical on-location Wi-Fi or Bluetooth sensors, as available. To the extent your location is collected through Wi-Fi or Bluetooth sensors, those sensors, and the associated data services, may be provided by a third party, and you agree and acknowledge that the third party may access that information for the purpose of providing the data services to Ascensia. If you choose to disable any Location-Based Services on your device, you may not be able to utilize certain features of the App. By enabling Location-Based Services on your device, you agree and acknowledge that (a) device data we collect from you is directly relevant to your use of the App, (b) Ascensia may provide Location-Based Services related to and based on your then-current location, and (c) Ascensia may use any information collected in connection with the provision of Location-Based Services in connection with its provision of the App. **PLEASE NOTE THAT LOCATION DATA MAY NOT ALWAYS BE ACCURATE, AND ASCENSIA DISCLAIMS ANY AND ALL WARRANTIES RELATED TO LOCATION-BASED SERVICES.**

9. **Limitations on Use:** You agree to use the Service only for purposes permitted by this EULA, and only to the extent permitted by any applicable law, regulation, or generally accepted practice in the applicable jurisdiction. If your use of the Service or other behavior intentionally or unintentionally threatens our ability to provide the Service, we may take all reasonable steps to protect the Service, which may include suspension of your access to the Service. Nothing in this EULA shall be construed to convey to you any interest, title, or license in a Services account or similar resource used by you in connection with the Service. You agree that you will not reproduce, copy, duplicate, sell, resell, rent or trade the Service (or any part thereof) for any purpose.

10. **Data Usage:** You retain ownership of all personal data uploaded via the App and stored in the cloud and are responsible for the content and accuracy of details you provide to Ascensia as well as for the non-violation of any third-party rights that may be included in such data. By using the Service, you grant Ascensia a worldwide, royalty-free, non-exclusive license to use, distribute, reproduce, modify, adapt, publish, translate, create, access, and retain such data, including usage data relating to the App and to Meters, for the purpose of providing you with the Service. You agree that Ascensia may collect and use technical data and related information, including, but not limited to, unique device identifiers and other technical information about your device, system and application software, and peripherals that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the App, and to track and report your activity inside of the App, including for analytics purposes. In particular, Ascensia is entitled to use the contents of such data or any messages, including ideas, inventions, blueprints, techniques and expertise contained therein, for any purpose, such as the development, production and/or marketing of products or services and to reproduce such information and make it available to third parties without any limitations or to the greatest extent permitted by applicable law. The user gives his or her consent for Ascensia to store such details and to use the same for the purposes set out in this Data Usage provision. Please see the Privacy Policy for more details regarding the information Ascensia collects and how it uses and discloses that information.

11. **Data Storage:** You agree that you will NOT use your Services account to:

(a) upload, download, email, transmit, store or otherwise make available any data that is unlawful, harmful, tortious, invasive of another's privacy, or otherwise objectionable;

(b) pretend to be anyone you are not or misrepresent who you are, your age or send data from another person's Meter or to harm another, or otherwise misrepresent your affiliation with any person, including a minor (Ascensia reserves the right to reject or block any device or email address which could be deemed to be an impersonation or misrepresentation of your identity, or a misappropriation of another person's name or identity);

(c) upload, download, email, transmit, store or otherwise make available any data or other information from any person under the age of 18;

(d) engage in any copyright infringement or other intellectual property infringement (including uploading any content to which you do not have the right to upload), or disclose any trade secret or confidential information in violation of a confidentiality, employment, or nondisclosure agreement;

(e) post, send, transmit or otherwise make available any unauthorized email messages, spam, or chain letters, including, without limitation, bulk commercial advertising and informational announcements;

(f) upload, post, email, transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs designed to harm, interfere or limit the normal operation of the Service (or any part thereof), or any other computer software or hardware;

(g) interfere with or disrupt the Service (including accessing the Service through any automated means, like scripts or web crawlers), or any servers or networks connected to the Service, or any policies, requirements or regulations of networks connected to the Service (including any unauthorized access to, use or monitoring of data or traffic thereon); and/or

(h) gather and store personal data on any other users of the Service to be used in connection with any of the foregoing prohibited activities.

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- use of, or inability to use, this App; or
- use of or reliance on any content displayed on this App

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20. **Third-Party Applications.** The App may connect to third-party applications to facilitate its provision of Services to you. You are responsible for evaluating whether you want to access or use any such third-party application. If you choose to connect to a third-party application, you will be asked to consent to the sharing of the personal data stored in your account, which may include health-related information. Ascensia is not responsible for and we do not endorse any features, content, advertising, products, or other materials on other mobile applications. Please note that if you choose to create a connection with a third-party applications, the personal data that you share will be processed in accordance with, and governed by, their respective privacy policy and terms and conditions. Ascensia does not accept any responsibility or liability for these policies. Please check these policies before you connect with a third-party application. You assume all risk and we disclaim all liability arising from your use of third-party applications.

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27. **Governing Law and Venue.** This EULA and the relationship between you and Ascensia shall be governed by the laws of the State of New York, excluding its conflicts of law provisions. You and Ascensia agree to submit to the personal and exclusive jurisdiction of the courts located within the county of New York, to resolve any dispute or claim arising from this EULA.

28. **Contact Information**

Ascensia Diabetes Care US Inc.  
5 Wood Hollow Road  
Parsippany, NJ 07054