

NEWYU LIBRELINKUP END USER LICENCE AGREEMENT

Effective Date: February 4 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 app**") and associated services, including user documentation (the "**Services**") provided by Newyu, including any updates or supplements to LibreLinkUp app, related documents, and the Services (together the "**LibreView system**").

Newyu, Inc. is the developer of the LibreLinkUp app 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 they store in the LibreView system.

Abbott Diabetes Care Inc. ("**Abbott**") is the developer of FreeStyle Libre sensors for the FreeStyle Libre flash glucose monitoring system ("**FreeStyle Libre sensor**") and the FreeStyle LibreLink mobile app ("**FreeStyle LibreLink**").

THE LIBREVIEW SYSTEM IS NOT INTENDED FOR THE DIAGNOSIS OF OR SCREENING FOR DIABETES MELLITUS. USERS SHOULD BE AWARE THAT THE LIBREVIEW SYSTEM IS MERELY AN INFORMATION MANAGEMENT SERVICE AND IS NOT INTENDED AS A SUBSTITUTE FOR THE ADVICE OF A HEALTH CARE PROFESSIONAL. INDIVIDUALS USING THE LIBREVIEW SYSTEM TO RECEIVE INFORMATION ABOUT PERSONS WITH DIABETES SHOULD ALWAYS CONSULT A HEALTH CARE PROFESSIONAL IF THEY HAVE ANY QUERIES OR CONCERNS ABOUT DIABETES MANAGEMENT. THE LIBREVIEW SYSTEM SOLELY PROVIDES A MEANS FOR YOU TO VIEW THE GLUCOSE READINGS TRANSMITTED VIA THE FREESTYLE LIBRELINK APP AND STORED IN THE LIBREVIEW SYSTEM. NEITHER NEWYU NOR ANY OF IT 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 PRODUCT.

YOUR USE OF THE LIBREVIEW SYSTEM CONSTITUTES, AND IS CONDITIONED UPON, YOUR AGREEMENT TO BE BOUND BY THIS END USER LICENCE AGREEMENT. BY CLICKING "ACCEPT", YOU EXPLICITLY CONSENT, AGREE THAT THIS END USER LICENCE AGREEMENT WILL APPLY TO YOUR USE OF THE LIBREVIEW SYSTEM, AND YOU ACKNOWLEDGE THAT THERE ARE RISKS INHERENT IN SOFTWARE, HARDWARE AND INTERNET CONNECTIVITY THAT MAY RESULT IN INTERRUPTIONS OR ERRORS IN THE PRODUCT AND THE DATA TRANSMITTED OR DISPLAYED USING THE PRODUCT, LOSS OF PRIVACY, CONFIDENTIALITY, INFORMATION OR PROPERTY, AS WELL AS OTHER LOSSES, DAMAGES OR ADVERSE OCCURRENCES, REGARDLESS OF THE MEASURES TAKEN TO AVOID SUCH OCCURRENCES. IF YOU DO NOT AGREE TO THIS END USER LICENCE AGREEMENT, DO NOT DOWNLOAD THE LIBRELINKUP APP AND DO NOT SET UP A LIBREVIEW SYSTEM ACCOUNT.

1. General: To use the LibreLinkUp app, 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 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: The LibreLinkUp app allows you to see the FreeStyle Libre glucose readings of those of family members or friends that have opted to share their diabetes related information they store in the LibreView system with you. The LibreLinkUp app 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 app Privacy Notice and Terms of Use, which is also available for viewing from within the app.

3. Limitations on Use: Newyu grants you a non-exclusive right (the “Licence”), to use the LibreLinkUp app, provided 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 license 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 allow you to download and install the LibreLinkUp app: (i) if you are an individual user for yourself or other adult (anyone 18 or older) in your household for personal, nonbusiness use by you and other members of your household; or (ii) if you are a professional or organisational user, you may download and install the LibreLinkUp app 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 the LibreLinkUp app 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 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 viewed or otherwise accessed another individual’s LibreView system account without having obtained that person’s prior authorisation ;

(b) engage in any infringement of Intellectual Property Rights (including uploading any content to which you do not have the right to upload);

(c) interfere with or disrupt the LibreView system (including accessing the LibreView system through any automated means, like 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);

(d) 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;

(e) reverse engineer, decompile, disassemble, decode, create derivative works of, gain access to the source code, or modify the LibreView system except and then solely to the extent permitted under applicable law; and/or

(j) take a screenshot of the data displayed on the LibreLinkUp app 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 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 the LibreLinkUp app 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 at any time to modify this End User Licence Agreement and to impose new or additional terms or conditions on your use of the LibreView system. 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 the LibreLinkUp app 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 login to the LibreView system via the LibreLinkUp app. 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: The LibreLinkUp 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 you store in your LibreView system account, or view from the LibreLinkUp app, is specific to you. If another end user desires to utilise the LibreLinkUp app, they should download the LibreLinkUp app 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 sub-licence the LibreLinkUp app or use the LibreLinkUp app for commercial timesharing or otherwise in providing services to third parties. You may not sublicense, assign or transfer the licence or the LibreLinkUp app except as expressly provided in this Agreement.

10. Ownership of Intellectual Property: All Intellectual Property Rights (as defined hereinafter) in the LibreView system, whether collectively or separately, and any improved, updated, upgraded, modified, customised or additional

parts thereof are owned by Newyu, its affiliates or its suppliers and are protected by law and international treaty provisions, including but not limited to copyright, patent, trade secret, trade dress, trademark, rights in getup, 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 structure, organization and code of the LibreView system are the valuable trade secrets and confidential information of Newyu, its affiliates and its suppliers. You shall not remove any product identification, copyright notices or proprietary restrictions from the LibreView system.

Newyu is a trademark of Newyu, Inc. or its affiliates. LibreView, FreeStyle LibreLink, LibreLinkUp, FreeStyle Libre, FreeStyle and related brand marks are trademarks of Abbott Diabetes Care Inc. in various jurisdictions. Other trademarks are the property of their respective owners. No license or right, express or implied, is granted to you in any of the aforesaid trademarks, and you further agree that you shall not remove, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the LibreView system. No use of any Abbott trademark, trade name, or trade dress may be made without the prior written authorisation of Abbott, except to identify the product or services of the company.

Notwithstanding anything to the contrary, Newyu does not transfer to User any ownership, Intellectual Property Rights or any other proprietary rights in the LibreView system, or any other Newyu technology, information or materials. Newyu retains exclusive ownership of all right, title and interest in and to all aspects of the LibreView system and all other Newyu 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 other proprietary rights with respect to any and all of the foregoing. Portions of the LibreView system may include copyrighted material provided by third parties. 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 copyrights and other intellectual property rights. The use of this material and the associated rights of Newyu therewith are hereby acknowledged except and then solely to the extent that the foregoing is ineffective in certain countries/states/provinces/jurisdictions.

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, 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 the LibreLinkUp app 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 the LibreLinkUp app until you have downloaded the latest version of the LibreLinkUp app, reviewed any associated documents and accepted any new terms. To use a LibreLinkUp app which has been identified by Newyu as an upgrade, you must first be licensed to use the original LibreLinkUp app identified by Newyu as eligible for the upgrade. After upgrading, you may no longer use the original LibreLinkUp app that formed the basis for your upgrade eligibility and the upgraded software shall be deemed the "LibreLinkUp app" 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 the LibreLinkUp app 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.

13. Third Party Systems and Products: YOU ACKNOWLEDGE THAT YOU WILL BE USING THE LIBRELINKUP APP IN CONNECTION WITH PRODUCTS AND SERVICES PROVIDED BY THIRD PARTIES WHICH ARE NOT PROVIDED BY US AND FOR WHICH WE HAVE NO RESPONSIBILITY, INCLUDING THE FREESTYLE LIBRE SENSOR AND THE FREESTYLE LIBRELINK APP. NEWYU SHALL HAVE NO LIABILITY WITH RESPECT TO ANY OF THE THIRD-PARTY PRODUCTS. Any third party products that are licensed or provided to you are subject to the terms and conditions of the purchase agreement, software licence agreement, end user licence agreement, or services agreement accompanying such third party product in whatever

form, including electronic license terms or other form accepted at time of download or purchase. Your use of any third party products shall be governed entirely by the terms and conditions of such agreement.

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 THE LIBRELINKUP APP. 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 the LibreLinkUp app 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 THE LIBRELINKUP APP, 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 only. 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.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEWYU, ITS AFFILIATES, AND ITS SUPPLIERS PROVIDE THE LIBREVIEW SYSTEM "AS IS" AND "AS AVAILABLE" 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 QUALITY AND OF LACK OF VIRUSES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NEWYU OR AN NEWYU AUTHORISED REPRESENTATIVE SHALL CREATE A WARRANTY.

Newyu, its affiliates, and its suppliers do NOT warrant that the functions contained in the LibreView system will meet your requirements or that the operation of the LibreView system will be uninterrupted or error free or that such errors will be corrected. The LibreView system may be incompatible with other device or software and hardware. You should not use the LibreView system for any applications in which failure could cause any significant damage or injury to persons or tangible or intangible property. The LibreLinkUp 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 LibreLinkUp app may adversely affect the operation of other software and devices. Any content created for, or included in, the LibreLinkUp app is for the purpose of providing information only. Some countries/states/provinces/jurisdictions do not allow exclusion of implied warranties or limitations on the duration of implied warranties, so the above disclaimers may not apply to you in their entirety. To the extent applicable law requires us 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.

IN NO EVENT DOES NEWYU PROVIDE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO ANY THIRD PARTY HARDWARE OR SOFTWARE, AND NEWYU DISCLAIMS ALL LIABILITY WITH RESPECT TO ANY FAILURES THEREOF. NEWYU DISCLAIMS ANY AND ALL LIABILITY THAT MAY DERIVE FROM ACTIONS OR CLAIMS AGAINST NEWYU OR ANY OF ITS AFFILIATES, AGENTS, OR ASSIGNS OR OTHER THIRD PARTIES AS MAY BECOME APPLICABLE OVER THE COURSE OF THIS

END USER LICENCE AGREEMENT. SOME COUNTRIES/STATES/PROVINCES/JURISDICTIONS DO NOT ALLOW DISCLAIMERS OF WARRANTIES, SO THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU IN THEIR ENTIRETY.

- (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.

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 OF ITS ESSENTIAL PURPOSE. ONLY YOU CAN IMPLEMENT BACK-UP PLANS AND SAFEGUARDS NECESSARY TO APPROPRIATELY ADDRESS YOUR NEEDS IN THE EVENT 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 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 its 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 attorneys’ and experts’ fees) made by a third party due to or arising out of, or related to a violation of this End User Licence 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 where by negligent act, omission, or wilful misconduct.

18. Licence: We do not claim ownership of the data you transmit or submit to the LibreView system or any LibreView information displayed to you via the LibreLinkUp app. By disclosing your personal information to us you grant it a worldwide, royalty-free, non-exclusive license to use, distribute, reproduce, modify, adapt, publish, translate, such data for the purpose of providing you with the LibreView system. We may create, access, retain and use, or disclose to third party researchers, aggregated, anonymised, de-identified (or pseudonymised to the extent permitted by your law) data derived from the LibreView system for the purposes of research, to evaluate how the LibreView system is provided, to evaluate its use, and its various components and equipment, to evaluate performance or impact on clinical staff or across clinics, to enhance the functioning of the LibreView system and the FreeStyle Libre sensors, to validate LibreView system upgrades, or for product development. You agree that the licence herein permits us to take any such actions.

19. Feedback: Any data, comments or materials that you supply via the LibreView system or provide to us in order to receive support, including feedback data, such as questions, comments suggestions, or the like ("**Feedback**"), shall be deemed to be non-confidential and non-proprietary. We shall have no obligation of any kind with respect to such Feedback and shall be free to reproduce, use, disclose, exhibit, display, transfer, create derivative works and distribute the Feedback to others without limitation, except for health information and personal information which might be included in the Feedback but is subject to "Section 18. Licence" above. Furthermore, we shall be free to use any idea, concepts, know-how or techniques contained in such Feedback for any purpose whatsoever, including developing, manufacturing and marketing products incorporating such Feedback.

20. Proprietary Rights: You acknowledge and agree that Newyu, its affiliates, and its suppliers own all legal right, title and interest in and to the LibreView system, including but not limited to graphics, user interface, the scripts and software used to implement the LibreView system, and any software or documents provided to you as a part of and/or in connection with the LibreView system, including all Intellectual Property Rights that exist therein, whether registered or not, and wherever in the world they may exist. You further agree that the LibreView system contains proprietary and confidential information that is protected by applicable Intellectual Property Rights and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the LibreView system in compliance with this End User Licence Agreement. No portion of the LibreView system may be reproduced in any form or by any means, except as expressly permitted in this End User Licence Agreement or where permitted by applicable law. You shall not remove any product identification, copyright notices or proprietary restrictions from the LibreView system. You expressly acknowledge and agree that LibreView system access is licensed and not sold to you, and that Newyu, its affiliates, and its suppliers, grant you a non-exclusive license to use the LibreLinkUp app on the basis of this End User Licence Agreement, and that your download of the LibreLinkUp app is also subject to any rules or policies applied by any app store provider such as, but not limited to the Google Play Store. You therefore agree that Newyu, its affiliates, and its suppliers do not transfer to any user any ownership or proprietary rights in the LibreView system, any Intellectual Property Rights, or any other technology, information or materials, and as between the parties, Newyu, its affiliates, and its suppliers, retain exclusive ownership of all right, title and interest in and to all aspects of the LibreView system, any Intellectual Property Rights, and all other technology, information and materials, as well as any and all copies or modifications thereof (by whomever made and whenever made). RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY NEWYU, ITS AFFILIATES, AND ITS SUPPLIERS. The use of this material and the associated rights of Newyu, its affiliates, and its suppliers, are hereby acknowledged except solely to the extent that the foregoing is ineffective in certain countries/states/provinces/jurisdictions.

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, the LibreLinkUp app 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 User elects not to continue utilising the LibreLinkUp app. If your licence terminates, you

must discontinue use and uninstall the LibreLinkUp app; 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 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 the LibreLinkUp app 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 THE LIBRELINKUP APP, 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 THE LIBRELINKUP 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 (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 THE LIBRELINKUP APP.

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 THE LIBRELINKUP APP OR USE THE LIBREVIEW SYSTEM.