# CARDIOGUIDE™ App End User Licensing Agreement

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## INTRODUCTION

PLEASE READ THIS END USER LICENSING AGREEMENT ("**Agreement**") CAREFULLY BEFORE ACCEPTING IT TO USE THE CARDIOGUIDE™ APP FOR THE CardioMEMS™ HF SYSTEM AND THE SERVICES (DEFINED BELOW).

THIS AGREEMENT IS A LEGALLY BINDING AGREEMENT BETWEEN YOU ("**You**" OR "**Your**") AND ABBOTT LABORATORIES OR, IF YOU ARE LOCATED OUTSIDE OF THE UNITED STATES, THE ABBOTT AFFILIATED ENTITY IDENTIFIED IN SECTION 20 OF THIS AGREEMENT ("**ABBOTT**"). YOUR USE OF THE APP (DEFINED BELOW) IS ALSO SUBJECT TO THE APP PRIVACY NOTICE ("**APP PRIVACY NOTICE**").

This Agreement covers Your download, installation, and use of the App and all updates, upgrades, bug fixes, or modified versions thereto; the Services; any manuals instructions, descriptions, specifications or other materials, in hard copy or electronic form, provided by Abbott describing or relating to the use of the App and Services (the "**Documentation**"); and all App- and Service-related materials, processes, learnings, models, algorithms, software, systems, and technologies, including, without limitation, all related data management systems, and all improvements, modifications, enhancements, and derivatives of or to any of the foregoing (the "**Resources**").

BY CLICKING "I ACCEPT" (OR SIMILAR PHRASE) YOU AFFIRM THAT YOU:

- HAVE READ, UNDERSTAND, AND AGREE THAT YOU ARE BOUND BY THE TERMS AND CONDITIONS IN THIS AGREEMENT;
- WARRANT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT;
- ARE AGREEING TO THIS AGREEMENT ON YOUR OWN BEHALF OR, WHERE THE APP EXPRESSLY PERMITS USE BY AN AUTHORISED CARER, GUARDIAN OR

REPRESENTATIVE, ON BEHALF OF THE INDIVIDUAL FOR WHOM YOU HAVE AUTHORITY TO ACT;

- WILL NOT ALLOW ANY OTHER PERSON OR ENTITY TO USE THE APP UNDER YOUR ACCOUNT OR REGISTRATION; AND
- ACKNOWLEDGE THAT YOUR ACTION OF CLICKING "I ACCEPT" TO THIS AGREEMENT SHALL HAVE THE SAME FORCE AND EFFECT AS THE USE OF A MANUAL SIGNATURE.

**PLEASE READ THE LIABILITY EXCLUSIONS AND LIMITATIONS IN SECTION 12 AND DISCLAIMERS IN SECTIONS 8, 10(a), AND 11. THESE SECTIONS LIMIT YOUR REMEDIES AND OUR LIABILITY, SUBJECT ALWAYS TO YOUR STATUTORY RIGHTS AS A CONSUMER AND ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.**

**For users in the the EEA and Switzerland:** Nothing in this Agreement excludes or limits any rights or remedies that cannot lawfully be excluded or limited, including Your statutory rights as a consumer, rights under applicable data protection laws, liability for death or personal injury caused by negligence, liability for fraud or fraudulent misrepresentation, and liability under applicable product liability law. If there is any inconsistency between a general provision of this Agreement and a provision that applies specifically to users in Your jurisdiction, the jurisdiction-specific provision will prevail.

Additional terms applicable to Resources or Services made available within the App may also apply ("**Additional Terms**"), and the Additional Terms are incorporated by reference into this Agreement. The Additional Terms supplement this Agreement and may be provided to You separately, such as before You access content that such Additional Terms govern. TO THE EXTENT THAT THERE IS A CONFLICT BETWEEN ANY ADDITIONAL TERMS AND THIS AGREEMENT, THE ADDITIONAL TERMS WILL CONTROL WITH REGARD TO YOUR USE OF THE RESOURCES OR SERVICES THAT THE CONFLICTING ADDITIONAL TERMS GOVERN.

To the extent required by applicable law, Additional Terms will only become part of this Agreement if they have been separately presented to You and You have had a reasonable opportunity to review and separately accept them before they take effect. Additional Terms that have not been separately accepted by You shall not apply unless applicable law otherwise permits.

IF YOU DO NOT AGREE TO THIS AGREEMENT IN ITS ENTIRETY, DO NOT CLICK "I ACCEPT" TO THIS AGREEMENT AND DO NOT DOWNLOAD, INSTALL, OR USE THE APP.

## 1. Key Definitions of this Agreement

The following key terms have the meaning below in this Agreement:

**App.** The CardioGuide™ mobile application for the CardioMEMS™ HF System that allows patients to receive custom messages and treatment instructions from their healthcare provider, receive daily medication and reading reminders, and other information, and see CardioMEMS™ HF System readings (the "**Services**").

**CardioMEMS™ HF System.** The CardioMEMS™ HF System is indicated for wirelessly measuring and monitoring pulmonary artery (PA) pressure and heart rate according to the New York Heart Association functional class, specifically Class III heart failure patients who have been hospitalized for heart failure in the previous year. The hemodynamic data are used by physicians for heart failure management and with the goal of reducing heart failure hospitalizations.

**Data.** Your personal data, including health data, and any other data about You stored in the App, including information You enter into the App, certain information displayed or

transmitted through the App and Services from healthcare providers, and certain information concerning Your Mobile Device.

**Mobile Device.** A smartphone (such as, for example, an Apple iPhone or Samsung Galaxy) used to install and use the App.

## 2. Background of the App

Abbott is the manufacturer of Your CardioMEMS™ HF System. Abbott has developed the App and holds the relevant authorizations and/or registrations for it where required by applicable laws. The App may not be compatible with all Mobile Devices or all versions of Mobile Devices or their operating systems. You are responsible for obtaining, maintaining, and paying for all hardware and all telecommunications and other supplies or services not provided by Abbott that are needed to receive, access, or use the App and Services and to transmit data with the Merlin.net™ PCN (defined below). You (or the Mobile Device owner) may be charged by Your and their service providers for Internet access or data usage on the Mobile Device. You accept responsibility for the use of, and for paying all charges, fees, or taxes related to the use of, the App and Services or in relation to any Mobile Device, whether or not it is owned by You.

After patient users have registered to use the App, they will be prompted to allow App notifications to their Mobile Device. If enabled, (1) the healthcare provider will be able to send Mobile Device notifications for messages and medication changes directly to the App through the Merlin.net™ Patient Care Network ("**Merlin.net™ PCN**") and (2) Abbott will be able to send operational and service messages for the App and the CardioMEMS™ HF System. A patient's healthcare provider can use Merlin.net™ PCN to review and manually communicate specific guidance based on the patient's pulmonary artery (PA) pressure readings from the CardioMEMS™ HF System and provide treatment instructions to the patient through the App or other method. A healthcare provider may also direct automatic treatment instructions to be sent to the App based on patient PA pressure readings in certain circumstances. The App also enables patients to see the transmission status of CardioMEMS™ HF System readings, view daily medications, and receive CardioMEMS™ HF System reading reminders, and view the monthly history of transmissions and messages from the healthcare provider. When patients acknowledge receipt of messages and medication change notifications, the 'acknowledgement' data is sent to Merlin.net™ PCN so the healthcare provider can see that information.

Your Mobile Device and the App may provide features that permit you to authorize and connect the App with other health-related applications installed on the Mobile Device, such as Apple Health. When connected, You may have the option to share data between such applications and the App. Abbott is not responsible or liable for how the non-Abbott operators of other applications use and protect the Data You choose to share with them. You share Data from the App to those other applications at your sole risk.

## 3. Accounts

### a. Registration

To register You will need to enter some of Your personal information into the App, including Your date of birth, CardioMEMS™ HF System PA sensor serial number via the App screen, email address, and telephone number ("**Registration Information**"). Abbott may use your email address and/or telephone number to contact you with operational and service messages for the App and the CardioMEMS™ HF System. There can only be one person registered as the patient for each CardioMEMS™ HF System PA sensor serial number.

You agree to provide and maintain accurate, current, and complete information when You register with the App. You acknowledge and agree that the App and Services are designed and intended for personal use on an individual basis and that You will keep Your account information private. You must promptly notify us if You become aware of a security incident or breach affecting Your App account, including where You believe Your Registration Information may have been compromised. You further agree to maintain the confidentiality and security of Your Registration Information, including Your registered email address and password. In the event of a lost, stolen, or compromised password, You are encouraged to change Your password. Abbott is not responsible for lost, stolen, or compromised passwords or the consequences of such loss, theft, or compromise.

b. **Your Data**

Generally, Abbott will collect and process Your Data through the App and Services on behalf of Your health care provider. However, Abbott is also a controller of certain Data as described in the App Privacy Notice. For additional information on how Your Data will be managed, please reference the App Privacy Notice.

By using the App, You acknowledge and, where applicable and to the extent permitted by law, agree that Internet transmissions, including transmissions of Data, are never completely private or secure. You understand that Internet transmissions may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

To the extent permitted by applicable laws, Abbott is not responsible for unauthorized access to, use of or alteration of Your Data. If You email, back up, take a screenshot of Your information on the App or otherwise share any of Your Data or reports with third parties, that information may not be encrypted and Abbott will have no ability to manage the privacy or security of that information. You should take the steps that You determine are appropriate to protect the security of such information.

**For users in the EEA and Switzerland:** Nothing in this Section excludes or limits Abbott's liability where it is responsible for unauthorised access to, use of or alteration of Your Data under applicable law, including data protection laws.

c. **De-registering or Removing the App from a Mobile Device**

In the event it is determined You no longer require access to the App, You must immediately discontinue use of the App, Documentation, Services, and Resources and uninstall the App.

You may delete, that is uninstall, the App from a Mobile Device at any time. Uninstalling the App from a Mobile Device will not impact the data transmitted to Merlin.net™ PCN from a CardioMEMS™ HF System or stored in Merlin.net™ PCN by Your healthcare provider. Therefore, Your healthcare provider will continue to see data related to the CardioMEMS™ HF System You are using. However, Your healthcare provider will no longer be able to receive information from You via the App and Services and You will no longer receive information from the healthcare provider through the App or Services. You are solely responsible for retaining, maintaining, storing and backing up (electronically and/or with hard copies) any information that You wish to preserve before You delete or uninstall the App from a Mobile Device. Abbott has no responsibility for retaining, storing or backing up the information on the App. You are solely responsible for coordinating with your healthcare provider about your heart condition and care, including when you are no longer using the App and have deregistered or deleted the App. Abbott has no responsibility in notifying your healthcare provider if you stop using the App.

You may be able to terminate Your account or delete Your Data by using the functions available through the App, if available, and deleting the App from the Mobile Device. If this

function is not available on the App for You, please contact Technical Services at 1-844-692-6367 or Your Abbott representative.

Any Data that You have previously downloaded to Your Mobile Device or have sent to a third party will not be deleted if You delete or uninstall the App or delete it through the App. Please be aware that if You delete Your Data in the App, Abbott will retain previously created aggregated, anonymized, or de-identified information and may need to retain certain Data as required by law. For additional information on how Your Data will be managed, please reference the App Privacy Notice.

d. **FOR USERS IN THE EEA ONLY: Application of the EU Data Act:**

Pursuant to Regulation (EU) 2023/2854 on harmonised rules on fair access to and use of data ("**EU Data Act**") and in relation to 'users' (as defined in the EU Data Act) (herein referred to as "**User, you, your and/or yours**"), Abbott will use non-personal data generated from the Services, including the App, for the following purposes:

a. performing applicable agreements with customers, Clinics, Administrators, or Users or activities related to them (e.g., generating and providing reports or analysis, financial projections, impact assessments);

b. providing support, warranty, guarantee, or similar activities, as applicable, or to assess any claims related to the Services;

c. monitoring, maintaining, enhancing, improving, developing, and testing the functioning, safety, security, quality, and effectiveness of the Services, Abbott's products and services, and any connected products or related services, including ensuring quality control, evaluating performance, and validating upgrades;

d. aggregating such non-personal data with other data or creating derived data, for any lawful purpose such as research, surveys, and data analysis, including making available such aggregated or derived data to third parties, including third-party researchers, health care entities, or professional or public health authorities;

e. developing internal reports and information, including to demonstrate the effectiveness of connected products or related services to national health authorities, social security, or insurers, as may be required for medical reimbursement or public funding;

f. to comply with applicable legal requirements, such as for example and including but not limited to, compliance with the European Medical Devices Regulation (EU) 2017/745.

This section applies to non-personal data only. Any processing of personal data remains subject to Regulation (EU) 2016/679 (GDPR) and the App Privacy Notice.

To the extent required by applicable laws, and to the fullest extent permissible pursuant to applicable laws, you hereby grant to Abbott a perpetual, worldwide, royalty-free, non-exclusive, and transferrable license to use, distribute, reproduce, modify, adapt, publish, and translate applicable data in which you may have any rights under applicable law, for the purposes described above.

In relation to any non-personal or personal data generated from the use of connected products or related services, you agree not to (a) use such data or engage in any processing that could undermine the security requirements of the connected products or related services, or (b) use such data for any purposes that infringe EU law or applicable national law. Please note that you will lose the status of a "user" under the EU Data Act if you no longer own a connected product or no longer have a contract with Abbott in relation to the use of a related service.

Please view our Data Act Notice for more information regarding our connected products and

related services and how you may access or request applicable readily available data.

Nothing in this section is intended to limit or exclude any of your rights or obligations or grant you any rights, to the extent such limitation, exclusion, or grant of rights is prohibited by applicable law.

## 4. Intellectual Property

### a. Ownership Rights

You acknowledge and agree that Abbott, its affiliates, its suppliers, or its licensors own or license all legal right, title, and interest in and to all aspects of the App, Documentation, Services, Resources, and any improved, updated, upgraded, modified, customized or additional parts in any of the foregoing including but not limited to graphics, user interface, the scripts and software used to implement the App or Services, and any software or materials provided to You as a part of and/or in connection with the App or Services, including all Intellectual Property Rights that exist therein, whether registered or not, and wherever in the world they may exist. You agree to refrain from any action that would diminish such rights or would call them into question. "**Intellectual Property Rights**" means any 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.

### b. Copyrighted Materials

You further agree that the App, Documentation, Services, and Resources contain proprietary and Confidential Information (including software code) 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 other materials in any way whatsoever except as expressly permitted under this Agreement. No portion of the App, Documentation, Services, or Resources may be reproduced in any form or by any means, except as expressly permitted in this Agreement or where permitted by applicable law, and You shall not remove any product identification, copyright notices, or proprietary restrictions. Unauthorized copying of the App, Documentation, Services, or Resources or failure to comply with the restrictions in this Agreement (or other breach of the License) will result in automatic termination of this Agreement and You agree that it will constitute immediate, irreparable harm to Abbott, its affiliates, and/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 Users in Belgium, Czech Republic, Germany, Italy, Greece, and the Netherlands**: Your right to prove that no damage has occurred remains unaffected by the foregoing Section 4(b).

### c. Trade Secrets & Confidential Information

The structure, organization, and code of the App, Services, and Resources are the valuable trade secrets and Confidential Information of Abbott, its affiliates, and/or its licensors. You shall not remove any product identification, copyright notices, or proprietary restrictions from the App, Documentation, Services, or Resources.

### d. Trademarks

ABBOTT™, the Abbott "a" ™, "CARDIOGUIDE™, CARDIOMEMS™, MYCARDIOMEMS™, MERLIN™, MERLIN.NET™ and related brand marks are trademarks of Abbott 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. Other trademarks included or accessed during the use of the App, Documentation, Services, or Resources are the trademarks of their respective owners and all goodwill associated with such trademarks shall inure to such respective trademark 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, efface, tamper with, obscure, or alter the Abbott Trademarks or any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the App, Documentation, Services, or Resources. No use of any Abbott trademark, trade name, or trade dress may be made without the prior written authorization of Abbott, except to identify the product or services of the company. Abbott, its affiliates, its suppliers, and its licensors reserve all rights not expressly granted to You in this Agreement.

e. **No Transfer of Ownership**

Notwithstanding anything to the contrary, Abbott does not transfer to You any ownership or Intellectual Property Rights in the App, Documentation, Services, Resources, or any other technology, information, or materials, and as between the Parties, Abbott, its affiliates and its licensors retain exclusive ownership of all right, title, and interest in and to all aspects of the App, Documentation, Services, and Resources, and all other technology, information, and materials, as well as any and all copies or modifications of any of the foregoing (by whomever made and whenever made), including, but not limited to, all Intellectual Property Rights with respect to any and all of the foregoing.

## 5. Licensing and Rights

a. **Limited License**

Subject to Your compliance with this Agreement and applicable law, and solely for so long as You are permitted by Abbott to use the App and Services, we hereby grant You a limited, non-exclusive, revocable, non-transferable, non-assignable, non-sublicensable license to download and install the object code version of the App and use the App on a Mobile Device that You own or control solely for Your personal, non-commercial use ("**License**"). The App (and access to the Services) is licensed, not sold, to You by Abbott.

The License granted herein confers no title, ownership rights, or interest in the Intellectual Property Rights in or to the App, Documentation, Services, or Resources. You acknowledge that You do not acquire any title, ownership or proprietary rights, or interest in the App, Documentation, Services, or Resources, any other technology, information, or materials, or any Intellectual Property Rights in any of the foregoing. 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 Abbott, its affiliates, and/or its licensors.

Unless otherwise required by law, You agree that Your App account is non-transferable and that any rights to have the App or any information stored on the App will terminate upon Your death.

b. **Grant of Rights to Abbott**

We do not claim ownership of the Data You submit to the App or Services. To the fullest extent permissible pursuant to applicable data privacy laws, You hereby grant to Abbott a world-wide, perpetual, revocable, non-exclusive, royalty-free right and license to access, use, disclose, copy, distribute, reproduce, modify, adapt, store, translate, transform and display Your Data for the following purposes: (a) to operate the App and Services, including, without limitation, to perform all of its features and functions, which may include, without limitation, data sharing enabled by the App; (b) in accordance with Your instructions or

consent; and (c) to aggregate, anonymize, or de-identify the Data and then use, share, and commercialize the aggregated, anonymized, or de-identified output for any business purpose as determined by Abbott in its sole discretion in accordance with applicable law, including, without limitation, to build models, algorithms, learnings or intelligence and develop, manufacture, have manufactured, license, market, publish in scientific publication, and sell, directly or indirectly, products and services.

**For Users in the EEA and Switzerland:** The license granted in this Section 5 b. shall apply only to the extent permissible under applicable data protection laws, including Regulation (EU) 2016/679 (GDPR). Sub-clause (b) (commercialization of aggregated, anonymized, or de-identified output) shall only apply to data that has been irreversibly anonymized such that it no longer constitutes personal data. Abbott's use of Data for purposes described in this Section 5(b) is subject to the App Privacy Notice.

You further understand and agree that the App and Services are not intended as a storage repository of Your Data and You must separately back up or store your Data. Abbott has no responsibility or liability for any loss of Your Data. **For Users in the EEA:** Abbott has no responsibility or liability for any loss of Your Data where You have not separately stored or backed up Your Data. Abbott's liability for material losses arising from the destruction or corruption of Your Data pursuant to a member state's implementing legislation of the EU Product Liability Directive (EU) 2024/2853 or under applicable data protection laws remains unaffected by this exclusion. **For Users in the EEA and Switzerland:** Abbott's liability for loss or corruption of Your Data shall not be excluded or limited to the extent such liability cannot be excluded or limited under applicable law, including applicable consumer protection laws (such as the Consumer Rights Act 2015) and applicable data protection laws.

c. **Reservation of Rights**

RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY ABBOTT, ITS AFFILIATES, ITS SUPPLIERS, AND/OR ITS LICENSORS, except solely to the extent that the foregoing is ineffective in certain countries/states/provinces/jurisdictions.

The License granted herein does not constitute a sale of the App, Documentation, Services, or Resources, any portion or copy of any of the foregoing, or any Intellectual Property Rights contained in any of the foregoing. You agree to only use the App, Documentation, Services, and Resources as expressly permitted herein.

## 6. Acceptable Use

a. **Generally**

You agree to use the App, Documentation, Services, and Resources only for 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, directly or indirectly:

- use the App on any device that You do not own, control, or have otherwise been granted legitimate access to;
- copy, reproduce, republish, upload, post, or otherwise make available the App, Documentation, Services, or Resources, or any portion of any of the foregoing, in any form, on the Internet or in any other way to any other person;
- sell, rent, lease, lend, assign, license, sub-license, distribute, or otherwise transfer rights to the App, Documentation, Services, or Resources, except as expressly provided in this Agreement. The 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.

Any Data You store in or transmit using the App is specific to You. If another individual desires to utilize the App, that individual should download the App directly to their device;

- use the App, Documentation, Services, or Resources for any commercial purpose, including for commercial timesharing or otherwise in providing services to third parties, or for any purpose that is fraudulent or otherwise tortious or unlawful; or
- receive, distribute, use, or examine any source code or design documentation relating to the App or Services, except and then solely to the extent required to be permitted by applicable law.

b. **Prohibited Use**

In connection with the App, Documentation, Services, or Resources, You represent and warrant that You will NOT, directly or indirectly:

- post, transmit, or otherwise make available through or in connection with the App, Documentation, Services, or Resources any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file, malware, or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment;
- interfere with or disrupt the operation of the App, Documentation, Services, Resources, or the servers or networks used to make the App, Documentation, Services, or Resources available, including by hacking or defacing any portion of the App, Documentation, Services, or Resources; or violate any requirement, procedure or policy of such servers or networks;
- conduct activities that may be harmful to others or that could damage Abbott's reputation;
- use scrapers, robots, spiders, or other automatic device, process, or means to access the App, Services, Documentation, or Resources for any purpose, including for data gathering/harvesting or monitoring or copying any data or materials provided through the App or Services;
- reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute, or otherwise exploit any portion of (or any use of) the App, Documentation, Services, or Resources except as expressly authorized herein, without Abbott's express prior written consent;
- reverse engineer, decompile or disassemble, decode, translate, modify, create derivative works of, gain access to the source code, reduce non-human readable elements to human readable form, modify, or adapt (or permit or facilitate third parties in any of the foregoing activities) the App, Documentation, Services, or Resources, any updates to same, or any part thereof, except and then solely to the extent required to be permitted under applicable law;
- violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third-party Intellectual Property Right, or violating any third party privacy right;
- frame or mirror any portion of the App or Services, or otherwise incorporate any portion of the App, Documentation, Services, or Resources into any product or service, without Abbott's express prior written consent; or
- be located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, or be listed on any U.S. Government list of prohibited or restricted parties;
- attempt in any way to remove or circumvent any technical protection measures protecting the integrity of the App, Documentation, Services, or Resources and the Intellectual Property Rights of any of the foregoing from misappropriation, 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, hire, or have in Your possession for private or commercial purposes any means the sole intended purpose of which is to facilitate the unauthorized removal or circumvention of such technical protection measures.

If You fail to comply with any of the terms or conditions of this Agreement, You must immediately cease using the App, Documentation, Services, and Resources, and remove (that is, uninstall and delete) the App from the device that You downloaded or installed the App on.

## 7. Availability

Abbott may make available to You from time to time updates, revisions, or new versions of the App. You shall download and install on Your Mobile Device the most current version of the App that we make available. Your download and use of the App constitutes an agreement whereby You grant Abbott the right to facilitate data downloads to Your Mobile Device. Depending on the update, You may not be able to use the App until You have downloaded the latest version of the App and accepted any new terms that may apply to the App. To use an App version identified as an upgrade by Abbott, You must first be Licensed to use the original App which has been identified by Abbott as eligible for the upgrade. After upgrading, You may no longer use the version of the App that formed the basis for Your upgrade eligibility and the upgraded software shall be deemed the App Licensed hereunder**.**

**For Users in the EEA:** Abbott will provide updates that are necessary to keep the App in conformity with this Agreement, including security updates, for as long as the App is provided to You. Abbott will inform You of available updates and the consequences of not installing them.

This Section 7 will not require Abbott to deliver new features and functionality which are priced separately by Abbott nor any future products.

Abbott will provide reasonable telephone or email support for use of the App and use reasonable efforts to maintain availability of the App. You understand and agree that from time to time the App may be unavailable due to maintenance or technical issues.

Please contact Abbott Technical Services at 1-844-692-6367, for troubleshooting and support for the App.

## 8. Medical Advice Disclaimer

THE APP AND SERVICES DO NOT CONSTITUTE AND DO NOT PROVIDE MEDICAL ADVICE, NOR SHOULD THE APP OR SERVICES BE REGARDED AS COMPRISING MEDICAL ADVICE OF ANY NATURE, AND ABBOTT IS NOT A PROVIDER OR SUPPLIER OF ANY HEALTH CARE SERVICES THROUGH THE APP OR SERVICES. ANY CONTENT OR DATA ACCESSED THROUGH THE APP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR THE PROFESSIONAL JUDGMENT OF HEALTHCARE PROVIDERS FOR THE DIAGNOSIS, CURE, MITIGATION, TREATMENT, OR PREVENTION OF ANY DISEASE, INJURY, OR OTHER CONDITION.

USE OF THE APP AND SERVICES IS SOLELY AT YOUR OWN RISK AND ABBOTT IS NOT RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND THAT MAY RESULT FROM YOUR USE OF THE APP OR SERVICES OR RELIANCE ON ANY CONTENT MADE AVAILABLE TO YOU OR SUBMITTED BY YOU THROUGH THE APP OR SERVICES. **THIS SECTION 8 IS SUBJECT TO THE LIMITATIONS AND EXCLUSIONS SET OUT IN SECTION 12.**

**For Users in the EEA:** Abbott's liability for material losses arising from any defect in a product or related service pursuant to a member state's implementing legislation of the EU Product Liability Directive (EU) 2024/2853 remains unaffected by this exclusion.

The information available to You through the App or use of the Services is not an electronic medical record. If You deem it necessary, in Your sole discretion, to add any of the information collected through Your App or through use of the Services to Your medical record, You may obtain copies of that information to add to Your medical record by printing it.

INDIVIDUALS SHOULD ALWAYS CONSULT THEIR QUALIFIED HEALTH CARE PROVIDER WITH ANY QUESTIONS THEY MAY HAVE REGARDING A MEDICAL CONDITION, INCLUDING ANY QUERIES OR CONCERNS ABOUT A HEART CONDITION. YOU SHOULD NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF DATA OR ANY OTHER INFORMATION TRANSMITTED TO OR CONTAINED IN THE APP OR SERVICES. YOU SHOULD CALL YOUR HEALTHCARE PROVIDER OR LOCAL EMERGENCY SERVICES IF YOU SUSPECT YOU MAY HAVE A MEDICAL EMERGENCY. ABBOTT IS NOT RESPONSIBLE FOR NOTIFYING AN INDIVIDUAL'S HEALTHCARE PROVIDER OF ANY CHANGES IN YOUR READINGS.

The App and Services are designed to help individuals and their healthcare provider to better manage a patient's heart condition through the provision of information to their healthcare information about a patient's CardioMEMS™ HF System readings. You and Your healthcare provider are solely responsible for communicating Your Data, providing feedback, and discussing and recommending testing and treatment options. Abbott does not recommend or endorse any specific tests, products, procedures or opinions.

Our technical support personnel are not qualified or authorized to tell You about the substance, meaning, or possible consequences of any Data accessible on or transmitted through the App or Services.

Nothing in this Section 8 is intended to exclude or limit any rights and remedies You may have under applicable law.

## 9. Third Parties

### a. Links and Materials

Because Abbott has no control over and does not endorse, adopt, approve of, or recommend any third party, non-Abbott websites or apps, or of any information, graphics, materials, products, or services referred to or contained in such non-Abbott websites or apps to which the content may be linked, You agree that Your access to any such other websites or apps is at Your own risk. Any links to these non-Abbott websites or apps are provided for convenience only and may not remain current or be maintained. Unless otherwise stated in this Agreement, all ownership and Intellectual Property Rights in and to non-Abbott websites and apps and the use of them is governed by separate third party terms between You and the third party. Abbott accepts no liability for anything associated with third party websites or apps, the content on any third party apps or websites, or a third party's privacy practices.

Portions of the App, Documentation, Services, or Resources may include material provided by third parties, in which Intellectual Property Rights subsist ("**Third Party Materials**"). The licensors of such Third Party Materials retain all of their respective right, title, and interest in and to such Third Party Materials.

### b. Third-Party Products

Third parties may offer unauthorized products, services, software, and mobile applications that may claim to be compatible with the App, Services, and/or the CardioMEMS™ HF System but are not authorized by Abbott for such use. ABBOTT DOES NOT RECOMMEND USING THE APP, SERVICES, OR THE CARDIOMEMS™ HF SYSTEM WITH UNAUTHORIZED THIRD-PARTY PRODUCTS, SERVICES, SOFTWARE, OR MOBILE APPLICATIONS, WHICH ARE OUTSIDE OF ABBOTT'S CONTROL. DOING SO IS AT YOUR OWN SOLE RISK. ABBOTT WILL NOT

HAVE ANY RESPONSIBILITY OR LIABILITY FOR THIRD-PARTY PRODUCTS, SERVICES, SOFTWARE, OR MOBILE APPLICATIONS AND MAKES NO CLAIMS AS TO THE VALIDITY, ACCURACY, RELIABILITY, OR STATUS OF ANY THIRD-PARTY PRODUCTS, SERVICES, SOFTWARE, OR MOBILE APPLICATIONS.

YOU ACKNOWLEDGE AND AGREE THAT YOU WILL BE USING THE APP IN CONNECTION WITH PRODUCTS AND SERVICES PROVIDED BY THIRD PARTIES THAT ARE NOT PROVIDED BY ABBOTT AND FOR WHICH ABBOTT, ITS AFFILIATES, ITS LICENSORS, AND ITS SERVICE PROVIDERS HAVE NO RESPONSIBILITY AND LIABILITY, INCLUDING BUT NOT LIMITED TO, YOUR MOBILE DEVICE. YOU ARE RESPONSIBLE FOR OBTAINING, MAINTAINING, AND PAYING FOR ALL HARDWARE, TELECOMMUNICATIONS, AND ANY OTHER SUPPLIES OR SERVICES NOT PROVIDED BY ABBOTT THAT ARE NEEDED TO RECEIVE, ACCESS, OR USE THE APP AND YOUR DATA. **For Users in the EEA:** Abbott's liability for material losses arising from any defect in a product or related service provided by Abbott pursuant to a member state's implementing legislation of the EU Product Liability Directive (EU) 2024/2853 remains unaffected by this exclusion.

c. **Third Party Device Company and App Store Terms**

If You are accessing the App on a Mobile Device provided by a third party or any other applicable service provider (each a "**Third Party Device Company**") or downloaded the App from a Third Party Device Company's application store (each application store an "**App Store**") the following shall apply:

- You and Abbott acknowledge that this Agreement is concluded between You and Abbott only, and not with Third Party Device Company, and that Third Party Device Company is not responsible for the App or the content therein;
- The License is limited to a non-transferable license to use the App on the Mobile Device that You own or control, such as those that run Third Party Device Company's operating system;
- You will only use the App in connection with a Third Party Device Company device that You own or control and as permitted by the usage rules set forth in the respective App Store terms of service;
- You and Abbott acknowledge and agree that Third Party Device Company has no obligation whatsoever to furnish any maintenance and support services with respect to the App;
- In the event of any failure of the App to conform to any applicable warranty, including those implied by law, You may notify the respective Third Party Device Company of such failure, and Third Party Device Company may refund the purchase price, if applicable, for the App to You;
- To the maximum extent permitted by applicable law, Third Party Device Company will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will, as between Third Party Device Company and Abbott, be Abbott's responsibility;
- You and Abbott acknowledge that, as between Abbott and Third Party Device Company, Abbott, not the Third Party Device Company, is responsible for addressing Your claims or the claims of any third party relating to the App or Your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation;
- Any inquiries or complaints relating to the use of the App, including those pertaining

to Intellectual Property Rights, must be directed to Abbott;

- You and Abbott acknowledge and agree that, in the event of any third party claim that the App or Your possession and use of the App infringes that third party's Intellectual Property Rights, Abbott, and not Third Party Device Company, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- You and Abbott acknowledge and agree that Third Party Device Company and Third Party Device Company's subsidiaries are third party beneficiaries of this Agreement, and that upon Your acceptance of this Agreement, Third Party Device Company will have the right (and will be deemed to have accepted the right) to enforce this Agreement against You as the third party beneficiary hereof;
- Third Party Device Company, any of each's respective logos and registered trademarks are trademarks of each Third Party Device Company, as applicable;
- To the extent that any of the terms and conditions in this Agreement are inconsistent or in conflict with the terms and conditions of Third Party Device Company's App Store terms, the terms and conditions of the App Store will apply to the extent of such inconsistency or conflict;
- You must comply with the terms of any third party agreement applicable to You when using the App, such as Your wireless data service agreement; and
- Notwithstanding the foregoing, Abbott's right to enter into, rescind or terminate any variation, waiver or settlement under this Agreement is not subject to the consent of any third party.

## 10. Open Source Content

### a. No warranties on Open Source Software

Certain items of software included with the App are subject to "free software" or "open source software" licenses ("**Open Source Software**"). This Open Source Software is not owned by Abbott and is not subject to this Agreement. No warranties are made by the owners of the Open Source Software under this Agreement and such owners disclaim all liability related to use of the Open Source Software. Each item of Open Source Software is licensed under the terms and conditions of the license that accompanies such Open Source Software. Nothing in this Agreement limits Your rights under, or grants You rights that supersede, the terms and conditions of that license.

### b. List of Open Source Software

Please see the list of open source software that may be embedded in the App in Appendix 1.

## 11. Disclaimer of Warranties and Liability

The App and Services are designed and provided solely to enable You to receive and transmit Data from Your Mobile Device to Merlin.net™ PCN for access and use by You and Your healthcare provider.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE APP, SERVICES, AND YOUR DATA IS AT YOUR SOLE RISK AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, RELIABILITY, AND EFFORT LIES WITH YOU. ABBOTT, ITS AFFILIATES, ITS LICENSORS, AND ITS SERVICE PROVIDERS MAKE NO REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, AS TO THE PERFORMANCE, ACCURACY, COMPLETENESS, RELIABILITY, OR TIMELINESS OF: (I) THE APP OR SERVICES, OR (II) YOUR DATA. IN NO EVENT WILL ABBOTT, ITS AFFILIATES, ITS LICENSORS, OR ITS SERVICE PROVIDERS BE LIABLE TO YOU FOR ANY LOSSES RESULTING FROM MISTAKES, OMISSIONS,

OR DELAYS RELATED TO THE APP, SERVICES, OR YOUR DATA. WE DO NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY OR NON-CORRUPTION OF ANY DATA TRANSMITTED THROUGH OR STORED ON ANY APP, SERVICES, SYSTEM, OR MOBILE DEVICE. **For Users in the EEA:** Abbott's liability for material losses arising from the destruction or corruption of Your Data or arising from any defect in a product or related service pursuant to a member state's implementing legislation of the EU Product Liability Directive (EU) 2024/2853 or, as applicable, under applicable data protection laws remains unaffected by this exclusion.

THE APP IS NOT INTENDED FOR USE ON AN ANY DEVICE THAT HAS BEEN ALTERED OR CUSTOMIZED 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 APP MAY ADVERSELY AFFECT THE OPERATION OF OTHER SOFTWARE AND DEVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ABBOTT, ITS AFFILIATES, ITS LICENSORS, AND ITS SERVICE PROVIDERS MAKE AVAILABLE THE APP AND YOUR DATA ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS AND DEFECTS AND WITHOUT ANY OTHER WARRANTY OF ANY KIND, AND HEREBY DISCLAIM ANY AND 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 ABBOTT OR AN ABBOTT AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. THE APP IS NOT TO BE USED AS A SUBSTITUTE FOR PROFESSIONAL HEALTHCARE JUDGMENT, 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. NEITHER ABBOTT, NOR ANY OF ITS AFFILIATED COMPANIES, IS 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 APP AND DOCUMENTATION. THIS PARAGRAPH IS SUBJECT TO THE LIMITATIONS AND EXCLUSIONS SET OUT IN SECTION 12.

ABBOTT, ITS AFFILIATES, ITS LICENSORS, AND ITS SERVICE PROVIDERS DO NOT GUARANTEE THAT THE FUNCTIONS CONTAINED IN THE APP WILL MEET YOUR REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. SOFTWARE, SUCH AS THAT USED IN THE APP IS INHERENTLY SUBJECT TO BUGS AND POTENTIAL INCOMPATIBILITY WITH OTHER COMPUTER SOFTWARE AND HARDWARE. YOU SHOULD NOT USE THE APP FOR ANY APPLICATIONS IN WHICH FAILURE COULD CAUSE ANY SIGNIFICANT DAMAGE OR INJURY TO PERSONS OR TANGIBLE OR INTANGIBLE PROPERTY. TO THE EXTENT THAT APPLICABLE LAW REQUIRES ABBOTT, ITS AFFILIATES, ITS LICENSORS, OR ITS SERVICE PROVIDERS TO PROVIDE WARRANTIES, YOU AGREE THAT THE SCOPE AND DURATION OF SUCH A WARRANTY SHALL BE TO THE MINIMUM EXTENT REQUIRED TO BE PROVIDED UNDER SUCH APPLICABLE LAW. **For Users in the EEA:** Abbott's liability for material losses arising from any defect in a product or related service pursuant to a member state's implementing legislation of the EU Product Liability Directive (EU) 2024/2853 remains unaffected by the exclusion contained in this paragraph.

EXCEPT FOR INFORMATION THAT YOU SHARE WITH YOUR HEALTHCARE PROVIDER VIA THE APP AND SERVICES, WHERE YOU CHOOSE TO SHARE YOUR DATA, INCLUDING, WITHOUT LIMITATION, PERSONAL DATA AND ANY HEALTH-RELATED INFORMATION, FROM YOUR ACCOUNT WITH THIRD PARTIES, YOU ACKNOWLEDGE AND AGREE THAT ABBOTT, ITS AFFILIATES, ITS LICENSORS, AND ITS SERVICE PROVIDERS ARE NOT RESPONSIBLE FOR YOUR DECISION TO SHARE OR DISCLOSE YOUR DATA, INCLUDING, WITHOUT LIMITATION, HEALTH-

RELATED INFORMATION. YOU HEREBY RELEASE ABBOTT, ITS AFFILIATES, ITS LICENSORS, AND ITS SERVICE PROVIDERS FROM ANY AND ALL LIABILITY THAT MAY ARISE FROM SUCH SHARING.

IN NO EVENT DOES ABBOTT PROVIDE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO ANY THIRD PARTY HARDWARE OR SOFTWARE OR THE ACCURACY OF DATA DISPLAYED ON THE APP, AND ABBOTT DISCLAIMS ALL LIABILITY WITH RESPECT TO ANY FAILURES THEREOF. ABBOTT DISCLAIMS ANY AND ALL LIABILITY THAT MAY DERIVE FROM ACTIONS OR CLAIMS AGAINST ABBOTT OR ANY OF ITS AFFILIATES, AGENTS OR ASSIGNS OR OTHER THIRD PARTIES AS MAY BECOME APPLICABLE OVER THE COURSE OF THIS AGREEMENT. SOME COUNTRIES/STATES/PROVINCES/JURISDICTIONS DO NOT ALLOW DISCLAIMERS OF WARRANTIES, SO THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU IN THEIR ENTIRETY.

**Additional provisions for Users located in the EEA**: Other than this paragraph, Section 11 does not apply to Users in the EEA. Instead, the App and Services are provided "as is" and "as available" to Users in the EEA. While seeking to avoid extensive downtimes and significant impediments to the usability of the App and Services to the extent possible, Abbott does not warrant or guarantee error-free and uninterrupted accessibility and usability of the App or of any of the functions or Services contained therein. Your statutory warranty rights remain unaffected by the foregoing. Nothing in this Section 11 shall affect rights of Users in the EEA under their national consumer protection laws or under data protection laws.

## 12. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

NOTWITHSTANDING ANY LOSSES THAT YOU MAY INCUR THE ENTIRE LIABILITY OF ABBOTT, ITS AFFILIATES, ITS LICENSORS, AND ANY OF ITS THIRD PARTY PROVIDERS, UNDER ANY PROVISION OF THIS AGREEMENT, OR OTHERWISE CONNECTED TO THIS AGREEMENT, AND YOUR SOLE AND EXCLUSIVE REMEDIES FOR ALL OF THE FOREGOING SHALL BE LIMITED TO EITHER (A) THE FIXING, REPAIRING, OR OTHERWISE RECTIFYING OF ANY FAULTS WITHIN THE APP, EVEN IF ANY SUCH LOSS WAS FORESEEABLE OR CONTEMPLATED BY THE PARTIES OR, (B) WHERE APPLICABLE, THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU TO ABBOTT FOR THE APP ACCESS OR USD $10.00. IN NO EVENT SHALL ABBOTT, ITS AFFILIATES, ITS LICENSORS, OR ITS THIRD PARTY PROVIDERS BE LIABLE TO YOU FOR MONETARY DAMAGES, INCLUDING ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA OR OTHER INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE APP OR YOUR DATA, LOSS FROM ANY VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR DEVICE DUE TO YOU DOWNLOADING THE APP, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF ABBOTT, ITS AFFILIATES, ITS LICENSORS, OR ITS SERVICE PROVIDERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF THE REMEDY FAILS ITS ESSENTIAL PURPOSE. YOU ARE SOLELY RESPONSIBLE FOR IMPLEMENTING BACK-UP PLANS AND SAFEGUARDS NECESSARY TO APPROPRIATELY ADDRESS YOUR NEEDS IN THE EVENT THAT AN ERROR IN THE APP CAUSES DEVICE PROBLEMS OR DATA LOSSES. **For Users in the EEA**: Abbott's liability for material losses arising from the destruction or corruption of Your Data or arising from any defect in a product or related service pursuant to a member state's implementing legislation of the EU Product Liability Directive (EU) 2024/2853 or, as applicable, under applicable data protection laws remains unaffected by this exclusion.

**For Users in the EU**: Nothing in this Agreement shall exclude or affect any mandatory

statutory liability, in particular Abbott's liability in connection with the loss of life or personal or bodily injury or its liability in connection with the applicable EU product liability law, consumer protection law, or data protection law. In addition, the following paragraphs shall apply:

> **For Users in Italy**: Nothing in this Agreement shall exclude Abbott's liability for damage or loss caused by gross negligence ("colpa grave") or willful misconduct ("dolo"). Liability for personal injury or death arising from an action or omission on Abbott's side is not excluded nor limited.

## 13. Indemnification

You agree to indemnify, defend, and hold harmless Abbott, its affiliates, its licensors, its service providers, and its and their respective officers, directors, employees, agents, successors, assignees, and licensors from and against any and all claims, demands, liabilities, judgment, awards, losses, costs, and expenses (including, without limitation, attorneys' and experts' fees) made by a third party due to or arising out of, or related to (a) Your use of, or activities in connection with, the App, Documentation, Services, and Resources; (b) Your Data; and/or (c) any violation or alleged 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 organization or otherwise in connection with Your or their use of the App, Documentation, Services, or Resources, including negligent acts, omissions, and/or willful misconduct.

**For Users in Belgium, Czech Republic, Denmark, Greece, Italy, Netherlands, Portugal, and Spain**: Nothing in Section 13 shall preclude any right You may have to prove that no damage has occurred as a result of a breach.

## 14. Feedback

Any submissions by You (e.g., comments, questions, suggestions, materials - collectively, ("**Feedback**")) and/or any communication whatsoever (e.g., call, fax, email) will be treated as non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and Abbott is free to use, without any notice, attribution, or compensation to You, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. You understand and agree that Abbott shall have no obligation of any kind to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and You have no right to compel such use, display, reproduction, or distribution.

**For Users in the EU, Switzerland**: Section 14 shall apply to the maximum extent permitted by applicable law, except in **Austria** where Section 14 shall not apply. Nothing in Section 14 restricts or requires You to waive any moral rights that cannot be waived under applicable law.

## 15. Confidentiality

You shall hold Confidential Information in confidence and shall not disclose Confidential Information to any third party without Abbott's prior written consent. "**Confidential Information**" means any information related to Abbott that is not generally known to the public or, by its nature, should be reasonably considered confidential. You acknowledge and agree that a breach of this clause would cause irreparable harm and that Abbott shall be

entitled to seek equitable relief from such breach.

## 16. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, United States without regard to its choice of legal 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. Notwithstanding the foregoing, in the event of a breach or threatened breach of Your obligations with respect to confidentiality or intellectual property, Abbott 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. You agree that this Agreement shall be fully performable in the State of Illinois. You agree that jurisdiction and venue are proper to the state and federal courts located in the State of Illinois, United States of America, with respect to any proceedings arising from this Agreement or the relationship between the Parties hereto. The Parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement.

**For Users in the EU and Switzerland**: The foregoing paragraph shall not apply, and nothing in this Section 16 excludes the application of mandatory consumer protection law or mandatory law referring to product liability. Any right of the consumer under such mandatory laws to settle disputes under this Agreement under local law and in local courts is not excluded. Nothing in this Clause shall preclude any right You may have to prove that no damage has occurred as a result of a breach. The Parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. Additionally for users in the EU, You are informed that the European Commission provides users with a free platform for online dispute resolution (ODR), which You can access through the following link: https://ec.europa.eu/consumers/odr/main/?consumer-question3=N&complaintType=1&event=main.complaints.new.

**For Users in the EU:** Information about out-of-court dispute resolution: Abbott is currently not obliged and not willing to participate in dispute resolution proceedings before a consumer arbitration body.

## 17. Termination

### a. Right to Place Limits on, Modify, Suspend, Terminate Access

This Agreement is effective upon Your acceptance of this Agreement and shall continue unless it is terminated. Abbott has the right to place limits on, modify, suspend, or terminate Your License to the App, Documentation, Services, and Resources and right to access Your Data immediately or at any time without prior notice or terminate this Agreement at any time if: (a) You breach and/or fail to comply with, any term or condition of this Agreement; (b) Abbott believes You have violated or acted inconsistently with the letter or spirit of the Agreement; (c) Abbott elects at its discretion to cease providing access to App, Documentation, Services, or Resources or Your Data; or (d) in other circumstances and for other reasons determined by Abbott in its sole discretion. **The foregoing subsections (b), (c), and (d) shall not apply to Users in Belgium, Czech Republic, Denmark, Greece, Italy, the Netherlands, Portugal, Spain, or Switzerland.**

**For Users in Italy and Portugal**: When Abbott elects at its discretion to cease providing access to the App or Services, Abbott will give reasonable notice before terminating Your access to the App or Services or this Agreement.

b. **User Termination**

Upon Your termination or suspension of this Agreement:

- You must immediately cease all activities authorized by Agreement. You will no longer be able to use the App, Documentation, Services, or Resources;
- Abbott may, without liability to You or any third party, immediately suspend, deactivate, or terminate Your account, Registration Information, and access to all associated Documentation and Resources, without any obligation to provide any further access to such materials;
- You must discontinue use, uninstall, and destroy all copies of the App, Documentation, and Resources; and
- All rights granted to You under this Agreement, including all Licenses, shall cease.

c. **Abbott's Retention of Rights Upon Termination**

Upon termination of this Agreement, all rights granted under this Agreement, including, without limitation, any Licenses, shall cease. You must immediately cease all activities authorized by the Agreement and You will no longer be able to use or access the App, Documentation, Services, or Resources or Your Data. All data and materials, including, without limitation, Your Data, may be irretrievably deleted by Abbott, in each case in accordance with the App Privacy Notice and applicable data protection laws.

**For Users in the EEA**: Before deleting Your Data, Abbott will provide You with a reasonable period (not less than 30 days from notification of termination) to retrieve any content You have provided or created when using the App.

## 18. Updates to this Agreement

Abbott may change the terms of this Agreement from time to time by notifying You of such changes by any reasonable means, including by displaying a revised Agreement on-screen when You next use the App, and requiring You to read, explicitly consent, and agree to them to continue Your use of the App. In addition, Your continued use of the App after the date the amended terms of the Agreement are posted shall constitute Your acceptance of the amended Agreement. If accepted, such terms would be effective immediately, but would not apply to any dispute between You and Abbott arising prior to the date on which Abbott posted the revised Agreement incorporating such changes, or otherwise notified You of such changes. In the event that You refuse to accept such changes, Abbott shall have the right to terminate this Agreement and Your use of the App, Documentation, Services, and Resources. You agree that Abbott shall not be liable to You or any third party for any modification or cessation of the App, Documentation, Services, or Resources.

**For Users in the EU and Switzerland**: Abbott may change this Agreement from time to time. Abbott will notify You of any changes to this Agreement by reasonable means (such as by email or by notification within the App). You will be able to store or print out changes to this Agreement in legible form. Where a change materially affects Your rights or obligations, Abbott will require Your acceptance of the updated terms to continue Your use of the App. If You do not accept such changes, You may terminate this Agreement free of charge with immediate effect. Abbott may also terminate this Agreement upon four (4) weeks' notice. Otherwise, Section 18 does not apply to Users located in the EU or Switzerland.

## 19. Miscellaneous

a. **Exports**

The App is subject to United States export controls, restrictions, including any United States

embargoes or other federal rules and regulations restricting exports. Unless in compliance with applicable law and specifically authorized in writing by Abbott prior to any access, You shall not export the App under any circumstances whatsoever. Even with Abbott's authorization, it is Your obligation to obtain any required authorization and/or approval from any governmental authority as may be necessary to export or import the App.

b. **Severability**

Each section of this Agreement operates separately. If any court, tribunal or relevant authority decides that any of them are unlawful, invalid or unenforceable to any extent, that sentence, paragraph or part-paragraph, term, condition or provision shall, to the extent required, be modified by the court, tribunal or relevant authority to allow the parties to benefit from the intended meaning. If such provision cannot be so modified, then the remaining paragraphs, part paragraphs, terms, conditions, or provisions will remain valid to the fullest extent permitted by law.

c. **Entire Agreement**

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings of the parties, whether written or oral, with respect to the subject matter. Any section that is intended to survive termination of the Agreement will do so. For clarity, the Introduction and Sections 1, 3(b), 3(c), 3(d), 4, 5(b), 5(c), 6, 8-9, 10(a), and 11-19 shall survive termination of this Agreement.

**For Users in Italy**: You expressly accept the following Sections: 11 (Disclaimer of Warranties and Liability), 12 (Limitation of Liability), 13 (Indemnification), 14 (Feedback), 16 (Governing Law and Jurisdiction), 17 (Termination), and 19(c) (Entire Agreement).

d. **App and Services Updates**

This Agreement applies to any and all updates or supplements to each version of the App and Services, unless Abbott 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.

e. **Force Majeure**

Abbott shall not be responsible or liable for failure or delay in performing obligations set forth in this Agreement, nor shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any other causes reasonably beyond the control of Abbott.

f. **Assignment**

This Agreement may not be assigned by You without the prior written consent of Abbott. Any purported assignment in violation of this section shall be void. We may, without Your prior written consent, assign, transfer, novate, delegate or subcontract any and all of our rights and obligations under this Agreement to another organization, but this will not affect Your rights or our obligations under this Agreement.

g. **Agency**

Nothing contained in this Agreement will be construed as creating any agency, partnership, employment, or other form of joint enterprise between You and Abbott.

h. **Interpretation**

This Agreement contains headings for Your convenience only and do not limit, define or fully explain each section. The headings do not constitute or form any part of this Agreement and

should not be used in the construction of this Agreement. Any words following the terms "including," "include," "in particular," "for example" or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words. Where there is a provision addressed to a User based on their country or regional location, e.g., "For Users in the EEA: …", that provision shall be interpreted as supplementing, amending or superseding the relevant Section in which it appears and shall apply only to those Users primarily that are located or resident in the relevant jurisdiction(s) to which it is addressed and only to the extent necessary to ensure that provision remains enforceable under applicable law.

If Abbott provides a translation of the English language version of this Agreement, then the translation is provided solely for convenience, and the English version will prevail.

i. **Notices**

If we have to contact You or give You notice in writing, we will do so by e-mail (where this has previously been provided to us) or by pre-paid post to the address we have on file.

j. **Waiver**

If we fail to insist that You perform any of Your obligations under this Agreement, or if we do not enforce our rights against You, or if we delay in doing so, that will not mean that we have waived our rights against You and will not mean that You do not have to comply with those obligations. If we do waive a default by You, we will only do so in writing, and that will not mean that we will automatically waive any later default by You.

k. **No Third Party Beneficiaries.**

Except as expressly stated in this Agreement or as provided by applicable law, there are no third-party beneficiaries under this Agreement.

**20. Definition of "Abbott"**

For the purposes of this Agreement, Abbott means Your local Abbott affiliated company as below:

| Your Country of Residence | Abbott Laboratories affiliated company |
|---|---|
| Austria | Abbott Medical Austria GmbH<br>Perfektastrasse 84A<br>1230 Vienna<br>Austria |
| Belgium | Abbott Medical Belgium<br>The Corporate Village Building Figueras<br>Da Vincilaan 11 Box F1<br>1935 Zaventem<br>Belgium |
| Canada | Abbott Medical Canada Co./ Médicale Abbott Canada, Co.<br>6975 Creditview Rd #1, Mississauga, ON L5N 8E9 |
| Czech Republic | Abbott Laboratories, s.r.o.<br>Prague 6 Hadovka<br>Office Park Evropská 2591/33d<br>160 00 Prague<br>Czech Republic |
| Denmark | Abbott Medical A/S<br>Produktionsvej 14, 1 |

| | |
|---|---|
| | 2600 Glostrup<br>Denmark |
| France | Abbott Medical France sas<br>1-3, esplanade du Foncet<br>CS 90087, 92442 Issy les Moulineaux Cedex<br>France |
| Germany | Abbott Medical GmbH<br>Helfmann-Park 7<br>65760 Eschborn<br>Germany |
| Greece | Abbott Medical Hellas<br>Iroos Matsi & Archaeou Theatrou Str.,<br>P.C 174 56 Alimos<br>Athens<br>Greece |
| Italy | Abbott Medical Italia S.r.l.<br>Viale Thomas Alva Edison<br>110 Sesto San Giovanni (MI)<br>20099 CAP<br>Italy |
| Netherlands | Abbott Medical Nederland B.V.<br>Standaardruiter 13<br>3905 PT Veenendaal<br>Netherlands |
| Portugal | Abbott Laboratórios, Lda.<br>Estrada de Alfragide 67<br>Alfragide Edifico D<br>2610-008 Amadora<br>Portugal |
| Saudi Arabia | Abbott Saudi Arabia for Trading LLC<br>Building No. 6897 10th floor South Tower<br>Abraj-Atta'awuneya Building<br>King Fahad Road<br>Al Olaya District<br>Riyadh, 12211 |
| Spain | Abbott Medical España, S.A.<br>Avenida de Burgos 91<br>28050 Madrid<br>Spain |
| Switzerland | Abbott Medical (Schweiz) AG<br>Neuhofstrasse 23,<br>6341 Baar<br>Switzerland |
| United Kingdom | Abbott Medical U.K. Limited<br>Elder House<br>Central Boulevard<br>Blythe Valley Park<br>Solihull<br>B90 8AJ<br>United Kingdom |

For technical support, please contact the local Abbott affiliated company as listed in the table above.

**Appendix 1 - List of Open Source Licenses**

The following Open Source Software is included in the App:

| Name | Function |
|---|---|
| flutter | Flutter SDK for the development of the application |
| hive | Hive database client. Dart-native kay-value (NoSQL database) which provides encryption mechanism. |
| hive_flutter | Flutter extensions for Hive database. |
| cupertino_icons | Default icon set for Flutter's iOS-style widgets. |
| analyzer | Enables static analysis for Dart code. Required to analyze code with `dart analyze` |
| video_player | Plugin for playing video inline inside Flutter widgets. For example, required to display videos in Learning Centre content. |
| dartdoc | Generates HTML documentation for Dart code. Similar to Javadoc. |
| dio | Required for network requests. For instance, communication with the Abbott API. Simpler and more robust implementation than default flutter HTTP Client. |
| device_info_plus | Obtains platform-specific device information for Android and iOS used for OS or device-specific logic. For example, required to populate the `DeviceInfo` request header when obtaining data from the API. |
| form_field_validator | Provides common validation options for Flutter forms. Required for client-side form validation. |
| flutter_dotenv | Loads the app's configuration from a `.env` file. Required to configure the app environment at build time, for example the API or CMS environment to be used. |
| permission_handler | Plugin to enable handling requests for iOS and Android device permissions and checking their status. For example, required to check for and request the permission to display notifications on the device from the user. |
| url_launcher | Plugin to allow the app to launch URLs using the device capabilities (i.e. browser for web URLs, dialer for telephone numbers) |
| mockito | Mocking framework to create and generate mock classes and provide mock behaviour. Required for unit testing. |
| table_calendar | Base calendar widget for extension. Required to display calendars in the app. |
| intl | Used to achieve internationalization. Used for date/number formatting and parsing, RTL text, pluralization, and translations. |
| flutter_secure_storage | Secure encryption for key-value pairs. Uses keychain on iOS and AES encryption on android to store required key-value pairs (i.e. encryption key) |

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| flutter_svg | Renders SVGs in Flutter widgets. Required to display images. |
| contentful | Contentful's client SDK. Required to obtain content from the CMS using Contenful's Content Delivery API. |
| contentful_rich_text | Parses rich text from Contenful's JSON format into a Flutter widget tree. Required to display rich text fields from the CMS while retaining formatting. |
| clock | Dart library for handling dates & times. Required for handling dates as well as testing date/related funtions in unit tests. |
| flutter_local_notifications | Plugin to enable displaying notifications on Android and iOS. Required to display app notifications to users on native platforms. |
| timezone | Provides time zone support where app handles times/dates. |
| path_provider | Plugin for accessing device filesystem locations. Required to save a copy of the Hive database for future inspection. |
| logger | Used for info, debug, verbose, warn or error-level logging to device output stream during development. |
| flutter_test | Flutter's testing library. Required for unit testing. |
| hive_generator | Generates adapters used with Hive Database. |
| build_runner | Dart build tool used to create required generated files and mocks. Required to build the app. |
| flutter_lints | Contains recommended Lint configuration for Flutter apps, used by the analyzer to provide a set of best practices established by the Flutter team. |
| alh_pdf_view | Shows native PDF views on Android and iOS. Required to display PDFs in the app. |
| chewie | The video_player plugin provides low-level access to video playback. Required for playing videos in the app. |
| country_code_picker | A flutter package for showing a country code selector. Supports internationalization for 70 languages. Used for phone number fields in the app |
| equatable | This package simplifies equality comparisons. |
| firebase_core | A Flutter plugin to use the Firebase Core API, which enables connecting to multiple Firebase apps. |
| firebase_messaging | A Flutter plugin to use the Firebase Cloud Messaging API. Required for displaying notifications in the app. |
| fl_chart | Flutter's chart library. Required to render line graphs and bar charts in the app. |
| flutter_appauth | This package is used for authenticating and authorizing users. Required by the app to integrate with MSAL. |
| flutter_inappwebview | A Flutter plugin that allows you to add an inline webview, to use an headless webview, and to open an in-app browser window. Used in the app to render user |

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| | manual screen. |
| freezed_annotation | Provides Annotation for the freezed package which is a class code generator for data-classes/unions/pattern-matching/cloning |
| golden_toolkit | This packages provides APIs and utilities that build upon Flutter's Golden test functionality to provide powerful UI regression tests |
| health | Enables reading and writing health data from/to Apple Health, Google Fit and Health Connect. |
| internet_connection_checker | This package checks for an Active Internet connectionThe app requires stable connection to fetch and sync data, hence this package is required to test if the user is connected to the internet |
| json_annotation | Defines the annotations used by json_serializable to create code for JSON serialization and deserialization |
| jwt_decoder | Library for decoding a json web token for dart / flutter |
| ntp | Plugin that allows you to get precise time from Network Time Protocol (NTP). Users sometimes change their internal clock and using DateTime.now() can give wrong result |
| package_info_plus | provides an API for querying information about an application package |
| provider | simplifies state management in Flutter by providing a straightforward way to manage and listen to changes in your app's state |
| shared_preferences | Allows to store small amounts of data in key-value pairs on a user’s device |