



CLHOP iOS End User License Agreement; last updated May 4, 2014

THIS AGREEMENT GOVERNS YOUR ACQUISITION OF OUR SOFTWARE AND/OR ANY UPDATES ("Software") AND USE OF OUR SERVICES.

BY INSTALLING OR USING OUR SOFTWARE YOU AGREE TO THE TERMS OF THIS AGREEMENT.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF ANOTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT REGISTER FOR OUR SERVICES AND MAY NOT USE OUR SERVICES.

IF YOU REGISTER FOR OUR SERVICES AS PART OF A FEEDBACK PROGRAM SUCH AS ALPHA TESTING, BETA TESTING OR CONTEXTUAL INQUIRY, THIS AGREEMENT WILL ALSO GOVERN THAT PROGRAM.

YOU MAY NOT ACCESS OUR SERVICES FOR COMPETITIVE PURPOSES OR ON BEHALF OF ANOTHER PARTY FOR COMPETITIVE PURPOSES SUCH AS BENCHMARKING, RESEARCH, OR INTELLIGENCE GATHERING.

YOU MAY NOT ACCESS OUR SERVICES FOR PURPOSES OF MONITORING AVAILABILITY, PERFORMANCE OR FUNCTIONALITY.

Apple Inc. may, at any time and without notice, restrict, interrupt or prevent use of the Software, or delete the Software from your Apple devices, or require Ulfberht to do any of the foregoing, without entitling the you to any refund, credit or other compensation from Ulfberht or any third party (including, but not limited to, Apple Inc. or your network connectivity provider).

This Agreement is effective between You and Us as of the date you first download, install or use the Software, whichever is earliest.

We may change these Terms at any time by posting them to the Company's Web sites. Such changes will be effective immediately after they are posted, unless a



different time is given within the Terms themselves. If you use the Services after we post updated Terms, you are accepting the new Terms.

1. Definitions

“Agreement” means this End User License Agreement.

“Contextual Inquiry” means a program to gather feedback on ideas, concepts and/or designs that are being considered as enhancements or additions to Our services.

“Alpha Testing” means a program to gather feedback on individual features within Our services that are not generally available to customers.

“Beta Testing” means a program to gather feedback on Our services that are not generally available to customers.

“Feedback Programs” means the programs of Contextual Inquiry, Alpha Testing and Beta Testing collectively.

“Linking” means establishing a connection within Our Services between a web user such as a Provider and a mobile user such as a Patient to send and receive information.

“Links” means the connections established through the process of Linking.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“Content” means information uploaded or entered by You or Us into Our Services or on Our Web site.

“Covered Entities” means Ulfberht, its affiliates, officers, directors, shareholders, employees, contractors, licensors, licensees, agents, and representatives.

2. Account

To access Our Services You will need to create and verify an account and accept the Agreement. You must be 13 years of age or older and all of the information You provide when You create Your account must be true, accurate, current and complete. You are responsible for all actions taken under Your account and for



keeping Your account secure. If You think an unauthorized user is accessing your account, please notify us immediately at support@ulfberht.io.

We prohibit any offensive, inappropriate, inaccurate or unauthorized data from being entered into Our Services. Violation of this may result in termination of Your access to Our Services without refund.

No personal information or Content is shared with a web user such as a Provider without Linking. The web user may be notified that you have accepted their request to Link upon Linking. Your Content such as adherence data, measurement data and comments will be shared with the web user only after you have Linked and you have accepted a treatment plan. Your treatment plan Content is specific to a web user and is not shared with any other web user.

3. Feedback Programs

Feedback helps Us create and enhance the Services We offer You. We want your feedback and accept unsolicited feedback and solicited feedback in the form of formal Feedback Programs.

From time to time, We may invite You to be involved in one of Our Feedback Programs such as Contextual Inquiry, Alpha Testing, and Beta Testing. These programs help Us gather relevant feedback to assist Us in creating and enhancing Our Services. We do not compensate You for Your involvement in these programs unless explicitly stated as part of the registration process. Additionally, these programs may require a fee or subscription to participate which will be disclosed no later than the time of registration.

Any data You enter during these programs is for test purposes only and may be deleted at the end of the program. Please contact support@ulfberht.io with any questions regarding Your involvement in a specific Feedback Program.

Any feedback we receive is considered non-personal, non-confidential, and non-proprietary (other than Required Personal Information, as defined in our Privacy Statement). If you transmit any ideas, information, concepts, know-how or techniques to Us, You hereby grant Ulfberht an unrestricted, royalty-free, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute them in any medium, and agree that Ulfberht is free to use them for any purpose.



4. Use of services

You may not allow another user to access Your account intentionally. Each user is required to have his or her own account.

Our Services utilize SMS (Short Message Service) text messages, email and wireless data. To use our Services You will need to be able to receive SMS text messages, receive email, and be able to send data to and receive data from Your mobile device. You are responsible for any related charges. Standard rates apply so please contact Your specific service provider(s) and/or carrier(s) with questions.

The web users you Link to are responsible for setting data usage expectations for treatment plans. Please contact a specific web user regarding specific data usage questions.

5. Proprietary rights and licenses

We retain all right, title and interest in the Services, Content and Data, including all underlying software, technology and processes, any enhancements or modifications, our Content trademarks, service marks and logos, and all associated intellectual property rights. You may not copy, modify, create derivative works from or distribute the Services, any other code or Content related to the Services or our trademarks; bypass any technical protections or throttling that we institute; or access, use or scrape the Services by any automated means unless you are a search engine crawling Ulfberht's Web Sites for the sole purpose of creating a publicly accessible search index. Ulfberht may change, suspend or discontinue Our Services any time, in whole or in part, without notice or liability.

6. Confidentiality

"Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; Our Confidential Information includes Our Services and Content; and Confidential Information of each party includes the terms and conditions of this Agreement and all pricing for Services, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or



becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of this Agreement or any pricing for Services to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this section.

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

7. Indemnity

You will indemnify, defend, and hold harmless the Covered Entities against all liability, claims, costs, damages, settlements, and expenses (including fees for attorneys and expert witnesses) incurred by any Covered Entity in any way arising out of or related to Your use of Our Services, Your treatment of any user information or any claims related to third party rights (including but not limited to intellectual property rights, privacy rights and COPPA). We reserve the right to



assume the exclusive defense and control of any indemnified matter, at Your expense, and You agree that you will cooperate with our defense.

8. Warranty and disclaimers

Ulfberht provides Services “as is” and “as available” without any warranties, whether expressed, implied or statutory. The Covered Entities disclaim any implied warranties, including warranties of title, merchantability, performance, fitness for a particular purpose and non-infringement and do not make any representation as to the potential revenues or other benefits you may realize by using the Services. The Covered Entities are not responsible for any third party websites, software or services, even if the Sites contain links to them. The Services may not be continuously available, error free, or free of viruses or other malicious code and may not store data accurately.

Please note that some jurisdictions do not allow disclaimers of certain warranties or exclusions, so these some or all of these disclaimers and exclusions may not apply to you.

9. Limits on liability

To the maximum extent permitted by law: (a) The Covered Entities shall not be liable for consequential, incidental, indirect, special, punitive or other damages (including but not limited to lost profits, business interruption or loss of business information) arising out of or related to these Terms or the Services, even if we have been advised of the possibility of such damages; and (b) The maximum cumulative liability of all Covered Entities collectively for all actions arising out of or related to these Terms or our Services is the greater of the amount you have paid to Ulfberht in the six months prior to the date the cause of action arose or \$100.00. Some jurisdictions do not allow limits of liability for some types of damages, so all or part of this limitation may not apply to you.

10. General

You are solely responsible for being informed about and complying with all laws, rules and regulations that apply to Your use of the Services.

Ulfberht will not be responsible for failures to fulfill any obligations due to causes beyond its control.



Any claims (in court or arbitration) must be brought in the initiating party's individual capacity and not as a plaintiff or member in any class action or other similar proceeding.

We are entitled to recover any legal fees and other costs We incur to enforce these Terms. We may charge these amounts to any credit card or other account We have on file for You.

These Terms and any dispute arising out of or related to these Terms and/or the Services are governed by the laws of the State of Minnesota, excluding choice of laws principles.

The parties will resolve any disputes in the state or federal courts in Hennepin County, Minnesota, to whose exclusive jurisdiction and venue they irrevocably submit, except for any optional arbitration as described next. Excluding claims for equitable relief, if the total amount in dispute is less than \$10,000, either party may elect to resolve the claim through binding arbitration by initiating arbitration through an established provider based in Hennepin County that is agreed by the parties. The arbitration must be conducted under the following rules: (a) at the choice of the party seeking relief, the arbitration shall be conducted by telephone, online, or solely on written submissions; (b) no party or witness will make any personal appearance unless the parties agree otherwise; and (c) the winning party may have the arbitrator's award entered as a judgment in any court of competent jurisdiction. Notwithstanding Our right to changes these Terms (as described at the top of this page), Ulfberht shall not contravene its obligation to arbitrate any claim that arose prior to any change in the Terms.

You can close Your account by providing Us with written notice or following any process provided on the Site. We can suspend or terminate your access to the Services and/or your account at any time for any or no reason. This is not Our exclusive remedy under any circumstances. We may retain Your account information and use it in accord with Our Privacy Policy. You cannot open a new account without Our written permission if We have terminated Your prior account or suspended Your access to any Services. These Terms will survive termination of Your account.

If any provision of these Terms is unenforceable, the validity and enforceability of the remaining provisions will not be affected. No waiver will be effective unless it is in an explicit writing and signed by an authorized representative of the waiving party.



11. TERMS REQUIRED BY APPLE INC.

- (a) This Agreement is between You and Ulfberht only, and not with Apple. Ulfberht is solely responsible for the Software.
- (b) Your use of the Software must comply with the Usage Rules set forth in the Apple App Store Terms of Use.
- (c) Ulfberht is solely responsible for providing and Apple has no obligation to provide maintenance and support for the Software. Support requests, as well as questions, complaints or claims regarding the Software, may be directed to Ulfberht Customer Support, which Users may contact by (i) emailing support@ulfberht.io or (ii) calling during normal business hours at +1-612-849-3525 (U.S. Central Time).
- (d) In the event of any failure of the Software to comply with the warranty, you may notify Apple, and Apple will refund the purchase price for the Software. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Software, and will not be liable for any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty. Ulfberht shall not be required to provide a refund to you under any circumstances.
- (e) Apple shall not be responsible for addressing any claims by you or any third party relating to the Software or your possession and/or use of the Software, including but not limited to (i) product liability claims, (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement, or (iii) claims arising under consumer protection or similar legislation.
- (f) Apple shall not be responsible for the investigation, defense, settlement or discharge of any claim that the Software, or your possession and use of the Software, infringes a third party's intellectual property rights.
- (g) You represent and warrant that (i) the Software will not be downloaded or used in, or transported to, a country that is subject to a U.S. Government embargo, or has been designated by the U.S. Government as a "terrorist-supporting" country, and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- (h) Ulfberht's address is 4917 Penn Ave S, Minneapolis, MN 55419, U.S.A.



(i) Apple and its subsidiaries are third-party beneficiaries of this Agreement, and have the right (and shall be deemed to have accepted the right) to enforce this Agreement against you.