

TERMS OF SERVICE

BEFORE USING BIOTEL HEART ACCESS OR LIFEWATCH CONNECT, PLEASE READ ALL OF THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT (THIS “AGREEMENT”). BY CLICKING THE “ACCEPT” OPTION OR BY USING BIOTEL HEART ACCESS, LIFEWATCH CONNECT, AND/OR ASSOCIATED SOFTWARE AND FEATURES (COLLECTIVELY, “LIFEWATCH CONNECT”), YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

BIOTEL HEART (AS DEFINED BELOW) DOES NOT PROVIDE MEDICAL DIAGNOSES, MEDICAL ADVICE OR TREATMENT ADVICE. NO INFORMATION, DATA OR FINDINGS INCLUDED IN A REPORT SHALL BE CONSIDERED A MEDICAL DIAGNOSIS, MEDICAL ADVICE, OR TREATMENT ADVICE. THERE IS NO EXPRESS OR IMPLIED PHYSICIAN-PATIENT RELATIONSHIP BETWEEN YOU (OR ANY OF YOUR PERSONNEL) AND BIOTEL HEART, OR BETWEEN YOUR PATIENTS AND BIOTEL HEART, ITS EMPLOYEES OR CONSULTANTS.

LIFEWATCH CONNECT IS USED IN CONJUNCTION WITH THIRD-PARTY SOFTWARE. YOUR USE OF LIFEWATCH CONNECT IS SUBJECT TO YOUR ACCEPTANCE OF OTHER END USER LICENSE AGREEMENTS APPLICABLE TO SUCH THIRD-PARTY SOFTWARE. LIFEWATCH CONNECT, INCLUDING ANY THIRD-PARTY SOFTWARE AND CONTENT AS INCORPORATED THEREIN OR USED IN CONJUNCTION THEREWITH, AND THE ACCOMPANYING DOCUMENTATION THEREFOR, ARE SUBJECT TO COPYRIGHT AND OTHER PROTECTIONS, AND ARE OWNED BY LICENSOR OR ITS THIRD-PARTY LICENSORS, OR THE APPLICABLE THIRD PARTIES. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHOULD PROMPTLY EXIT THIS PROGRAM BY CLICKING “NO”. IN SUCH EVENT AND PROVIDED THAT YOU HAVE NOT BEGUN USING LIFEWATCH CONNECT, YOU WILL BE ENTITLED TO RECEIVE A FULL REFUND FOR YOUR PURCHASE OF LIFEWATCH CONNECT BY PROVIDING BIOTEL HEART WITH WRITTEN NOTICE OF YOUR INTENTION TO SEEK SUCH REFUND.

This Agreement is a legal agreement between you (either an individual or a single legal entity, who will be referred to as or “you” or “your”), on the one hand, and CardioNet, LLC, LifeWatch Services Inc. and each of their affiliated or related entities, as well as its licensors (collectively, “BioTel Heart,” “Licensor,” “we,” “us,” or “our”), on the other hand.

A. LifeWatch Connect Services

LifeWatch Connect offers and makes available seamless data integration solutions for enrolling, reporting and overreading of BioTel Heart services, ordering BioTel Heart supplies, and contacting BioTel Heart customer support. LifeWatch Connect supports the use of the web browsers/operating systems listed in Schedule A, attached hereto and incorporated by reference herein, which are subject to change from time to time. Please refer to Schedule A to see if your browser/operating system is currently supported. BioTel Heart is not obligated to maintain

support for your browser, nor to provide access to prior versions of the LifeWatch Connect software. If your browser is not supported, you may be required to download a supported browser or browser update.

B. Accounts

You are responsible for all activities that occur under your account (user ID), and otherwise in connection with your account, including any additional accounts created by you or modifications to your account(s) made by you. You agree to maintain the confidentiality of your account credentials and to immediately notify BioTel Heart of any unauthorized use of any password or account assigned to you or your account, or any other breach or suspected breach of security or confidentiality thereof, and in such event BioTel Heart shall have the right, without limitation of any other rights under this Agreement, at law or in equity, to terminate any such account or this Agreement in its entirety.

C. License Grant

Subject to and conditioned upon your strict compliance with all the terms and conditions set forth in this Agreement, we hereby grant to you, and you hereby accept, a limited, non-transferable, non-assignable, non-sublicensable, royalty-free, non-exclusive license to use LifeWatch Connect, solely in accordance with the terms and conditions of this Agreement, and solely for the purpose of enrolling, reporting and overreading of BioTel Heart services, ordering BioTel Heart supplies, and contacting BioTel Heart customer support.

1. Unless specifically and expressly permitted by us, you shall not, directly or indirectly:

- (i) permit other individuals to use LifeWatch Connect;
- (ii) modify, translate, adapt, reverse engineer, decompile, disassemble (except to the extent that this restriction is expressly prohibited by law), or create derivative works from or based upon LifeWatch Connect or any part thereof;
- (iii) copy LifeWatch Connect or any portion thereof;
- (iv) rent, lease, loan, sell, sublicense, transfer, publish, display, distribute, disclose or otherwise make available LifeWatch Connect, or any portion thereof, or otherwise transfer rights to LifeWatch Connect or any portion thereof;
- (v) remove, delete or obscure any proprietary notices, marks or labels on LifeWatch Connect;
- (vi) export, import or re-export LifeWatch Connect in violation of any applicable law, rule or regulation of any jurisdiction;
- (vii) disclose, without Licensor's prior written approval, LifeWatch Connect, or any code, information or materials contained or related to LifeWatch Connect, license keys, analysis or performance information, results of software performance benchmarks or

documentation to any entity or person, or use any of the foregoing other than as expressly authorized hereunder; or

(viii) use LifeWatch Connect for purposes of competitive analysis, the development of a competing software product or service, or any other purpose that is to Licensor's commercial disadvantage.

Any such forbidden use will result in the automatic termination of your license to LifeWatch Connect. You shall notify Licensor immediately of any actual or imminent unauthorized access to, or use or disclosure of, LifeWatch Connect. You shall use your best efforts to prevent unauthorized access to, or use or disclosure of, LifeWatch Connect. You recognize that the unauthorized access to, or use or disclosure of, LifeWatch Connect will give rise to irreparable injury to Licensor for which monetary damages would be an inadequate remedy. You agree that Licensor is entitled to obtain, without the posting of any bond, injunctive relief against the breach or threatened breach of your obligations under this Agreement, in addition to any other legal and equitable remedies which may be available.

2. You shall not use LifeWatch Connect in a manner that violates any applicable law in the jurisdictions in which you use LifeWatch Connect, including but not limited to applicable restrictions concerning copyright and other intellectual property rights.

3. You shall not use LifeWatch Connect in an attempt to circumvent or in conjunction with any device, program or service designed to circumvent, technological measures employed to control access to, use of or the rights in, a content file or other work protected by the copyright laws of any jurisdiction.

4. Certain functions of LifeWatch Connect require data and internet access. You are solely responsible for obtaining and maintaining such internet and data access, and for any fees or charges you may incur in connection with such internet and data access.

5. You shall not reproduce, republish, upload, post, transmit, modify, distribute or publicly perform or display material from LifeWatch Connect. Notwithstanding the foregoing sentence, you may view, download and/or print material from BioTel Heart to the extent necessary to enroll, report and overread BioTel Heart services, to order BioTel Heart supplies or contact BioTel Heart customer support, pursuant to the license granted in this Section C.

6. You shall not use the materials, Reports or the Patient-Initiated Event Information provided by LifeWatch Connect for clinical research studies or trials.

D. Ownership and Reservation of Rights

LifeWatch Connect, including, but not limited to, any images, photographs, animations, video, audio, music, "applets" and text incorporated thereon and therein, and the user documentation, are proprietary to Licensor, or one or more of its licensors, and are protected by law, including without limitation, under United States copyright laws and international treaty provisions. Except for the rights explicitly granted to you in this Agreement, all right, title and interest in LifeWatch Connect are reserved and retained by us, and we do not transfer to you any right, title or interest in LifeWatch Connect, any element thereof or content made available thereon. You do not

acquire any ownership rights in LifeWatch Connect, the Reports and design elements, or the service as a result of using it or agreeing to this Agreement. Reports and Patient-Initiated Event Information may be used by you solely for the purpose of providing clinical care to the patient to whom such information corresponds. Any other use of the Reports or Patient-Initiated Event Information, including clinical research studies or trials, is not authorized.

Except for the limited right to use reports provided by LifeWatch Connect in accordance with this Agreement, nothing in this Agreement is intended to grant you any rights in any intellectual property owned or controlled by BioTel Heart. BioTel Heart hereby reserves any and all rights (including intellectual property rights) not expressly granted under this Agreement.

E. Trademarks

BIOTEL HEART ACCESS, BIOTEL HEART, LIFEWATCH CONNECT, CARDIOKEY, EPATCH, MCOT, WEVENT, LIFEWATCH and BIOTELEMETRY, and all related logos are trademarks and/or registered trademarks of BioTel Heart and/or its licensors. No right, title, license, or interest to any such trademark is granted hereunder, and you agree that no such right, title, license, or interest shall be asserted by you with respect to any such trademark. You shall not use any of BioTel Heart's or its licensors' names or marks or employee names, or adaptations thereof, in any advertising, promotional or sales literature without BioTel Heart's or its licensors' prior written consent, including those listed in this section. You shall inform BioTel Heart promptly in writing of any alleged infringement of Licensor's or its licensors' rights and of any evidence thereof.

Apple, the Apple logo, iPad, and iPhone are trademarks of Apple, Inc., registered in the U.S. and other countries. Android is a trademark of Google, Inc.

F. Pre-Printed Terms

Any pre-printed terms and conditions of any documents used by any third party in connection with this License Agreement shall not be binding on BioTel Heart and do not modify this Agreement.

G. Export Restrictions

You shall not use, or export or re-export, LifeWatch Connect, including any third-party software as incorporated therein, except as consistent with this Agreement and as authorized by United States laws. In particular, but without limitation, LifeWatch Connect and any third-party software as incorporated therein may not be exported or re-exported (a) into (or to a national or resident of) any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Table of Denial Orders or Denied Person's List or Entity List. By using LifeWatch Connect, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or location, or on any such list.

H. Indemnification

You agree, at your own expense, to indemnify, defend and hold harmless Licensor, its affiliates and licensors, and their respective directors, officers, trustees, employees and agents, from and against any action, damages, suits, claims, liabilities, costs and expenses (including reasonable attorneys' fees) based on a claim, lawsuit or proceeding arising from or relating to this Agreement or your use of LifeWatch Connect or any portion, feature or tool of or made available through LifeWatch Connect, including your use of, or misuse of, any Report, Patient-Initiated Event Information or the service. The indemnified party shall have exclusive right to control such defense. In no event shall you settle any such claim, lawsuit or proceeding in any manner that materially prejudices the indemnified party's rights without the indemnified party's prior written approval.

I. Collection and Use of Information

You acknowledge and agree that Licensor may, directly or indirectly through the services of third parties, collect and store information regarding use of LifeWatch Connect and about equipment through which LifeWatch Connect is accessed and used. You agree that the Licensor may use such information for any purpose related to any use of LifeWatch Connect by you or on your equipment, including but not limited to:

- (i) improving the performance of LifeWatch Connect or developing updates; and
- (ii) verifying your compliance with the terms of this Agreement and enforcing the Licensor's rights, including all intellectual property rights in and to LifeWatch Connect.

Such information will be used in accordance with BioTel Heart's privacy policy, which is available at <https://www.gobio.com/privacy>, and is hereby incorporated into this Agreement by this reference.

You acknowledge and agree that BioTel Heart may use any data, information, or materials provided to us from your account, including any data, information, or materials uploaded by your personnel or by any other user of your account (collectively, the "Data") for improving the performance of LifeWatch Connect or for any other use in accordance with BioTel Heart's privacy policy. You represent and warrant that you have all necessary rights, licenses, consents and permissions to provide the Data to BioTel Heart and to authorize BioTel Heart to use such Data as contemplated by this Agreement. You represent and warrant that the Data do not (i) violate, infringe or misappropriate any third-party intellectual property; (ii) defame, slander, libel or invade the right of privacy, publicity or other rights of any person; or (iii) cause BioTel Heart to violate any law or regulation.

You and BioTel Heart each may use and disclose protected health information and de-identified patient data as allowed or required under law, including the Health Insurance Portability and Accountability Act, as amended (including the Health Information Technology Economic and Clinical Health Act, and its implementing regulations) (collectively, "HIPAA"). You and BioTel Heart acknowledge that disclosures of protected health information from you to BioTel Heart hereunder are disclosures by a covered entity to a health care provider concerning the treatment of individuals, and, accordingly, no business associate agreement is required under HIPAA for this Agreement.

J. Termination

You may terminate this Agreement by ceasing to use LifeWatch Connect. Licensor may immediately terminate this Agreement without notice if you breach any provision of this Agreement. Upon termination of this Agreement, the license granted in this Agreement shall also terminate, and you shall cease using LifeWatch Connect and the associated documentation. Sections B, C.1, D, E, F, G, H, I, L, M, N, O, P, Q, R, S, and U shall survive termination.

K. Entire Agreement

This Agreement, and any additional terms and conditions that we may impose in connection with supplements, updates, internet-based services and support services that you use in connection with LifeWatch Connect, constitute the entire agreement applicable to LifeWatch Connect.

L. Applicable Law, Jurisdiction, Waiver of Jury Trial, and Waiver of Class Action

The laws of the United States and the State of New York shall govern the interpretation of this Agreement and apply to claims for breach of it or any disputes arising out of it, regardless of conflict of laws principles. You agree to submit to the jurisdiction of the state and Federal courts, as applicable, located in Chester County, Pennsylvania. You hereby waive your right to trial by jury for any dispute or claim arising from, or relating to, this Agreement or the services provided hereunder. There shall be no right or authority for any disputes arising under or in connection with this Agreement to be litigated on a class action basis or in a purported representative capacity on behalf of the general public or other persons or entities similarly situated. The court's authority to resolve such disputes and to make awards is limited to disputes between the parties to this Agreement alone, and is subject to the limitations of liability set forth in this Agreement. Furthermore, disputes brought by either party to this Agreement against the other may not be joined or consolidated in litigation with disputes brought by or against any third party, unless agreed to in writing by all parties.

M. Disclaimer of Warranty

LIFEWATCH CONNECT IS LICENSED "AS-IS" AND WITH ALL FAULTS AND DEFECTS, AND YOU BEAR THE SOLE RISK AND RESPONSIBILITY OF USING IT. WE GIVE OR MAKE NO WARRANTIES, GUARANTEES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES FOR INFORMATION, DATA OR CONTENT MAINTENANCE OR STORAGE, UPTIME OR UNINTERRUPTED ACCESS, OR ANY WARRANTY OF ACCURACY, CORRECTNESS, PRECISION, TIMELINESS, THOROUGHNESS, COMPLETENESS, USE OR APPLICATION, ADEQUACY AND SUITABILITY. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. HOWEVER, TO THE MAXIMUM EXTENT PERMITTED BY LAWS APPLICABLE TO YOU IN YOUR JURISDICTION, WE AND OUR SUPPLIERS, LICENSORS AND THIRD-PARTY PROVIDERS, EXPRESSLY EXCLUDE THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE.

WITHOUT LIMITATION TO THE FOREGOING, THE LICENSOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE WILL ACHIEVE ANY INTENDED RESULTS OR BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, OR SYSTEMS.

THE SERVICE, THE REPORTS, AND THE PATIENT-INITIATED EVENT INFORMATION ARE PROVIDED “AS-IS” AND ON AN “AS AVAILABLE” BASIS. BIOTEL HEART DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION THEREOF OR ANY INFORMATION OR CONTENT OFFERED THROUGH THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND BIOTEL HEART DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED. YOU AGREE THAT BIOTEL HEART IS NOT PROVIDING A DIAGNOSIS. BIOTEL HEART FURTHER DISCLAIMS ALL WARRANTIES WHATSOEVER, EXPRESS, STATUTORY, OR IMPLIED, REGARDING THE COMPLETENESS, TIMELINESS, OR USEFULNESS OF ANY CONTENT OR INFORMATION OFFERED THROUGH THE SERVICE, INCLUDING ANY PATIENT-INITIATED EVENT INFORMATION OR REPORTS. YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL ANY PATIENT-INITIATED EVENT INFORMATION, DATA, OR ANY FINDING PROVIDED BY BIOTEL HEART CONTAINED IN A REPORT BE DIRECTLY USED AS EITHER A DIAGNOSIS OR MEDICAL ADVICE. YOU ACKNOWLEDGE THAT BIOTEL HEART DOES NOT CONTROL AND IS UNDER NO OBLIGATION TO MONITOR OR VERIFY ANY PATIENT-INITIATED EVENT INFORMATION. YOU AGREE THAT NEITHER BIOTEL HEART NOR ANY OTHER PARTY IS OR WILL BE LIABLE OR OTHERWISE RESPONSIBLE FOR ANY DECISION MADE OR ANY ACTION TAKEN OR NOT TAKEN DUE TO USE OR RELIANCE ON ANY INFORMATION OBTAINED FROM BIOTEL HEART.

N. Limitation On and Exclusion of Remedies and Damages

OUR AND OUR SUPPLIERS’ TOTAL CUMULATIVE LIABILITY TO YOU OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED \$200. IN NO EVENT SHALL WE, NOR ANY OF OUR SUBSIDIARIES, DIVISIONS, AFFILIATES, AGENTS, REPRESENTATIVES, THIRD-PARTY PROVIDERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITATION APPLIES TO ANYTHING RELATED TO LIFEWATCH CONNECT OR THIRD-PARTY PROGRAMS; AND CLAIMS FOR BREACH OF CONTRACT, BREACH OF WARRANTY, GUARANTEE OR CONDITION, STRICT LIABILITY, NEGLIGENCE, OR OTHER TORT TO THE EXTENT PERMITTED BY APPLICABLE LAW. IT ALSO APPLIES EVEN IF WE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES.

THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

O. Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Communications to BioTel Heart must be sent to the address set forth below:

BioTel Heart
c/o BioTelemetry, Inc.
Attn: Legal Department
1000 Cedar Hollow Road, Suite 102
Malvern, PA 19355
Telephone: 888.312.BEAT
Fax: 844.244.0093

P. Assignments

You shall not assign or otherwise transfer any of your rights, or delegate or otherwise transfer any of your obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent, which consent Licensor may give or withhold in its sole discretion. No delegation or other transfer will relieve you of any of your obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this section is void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without your consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

Q. No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

R. Severability

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

S. No Waiver

The failure to require performance of any provision of this Agreement will not affect BioTel Heart's right to require performance at any other time after that, nor will a waiver by BioTel Heart of any breach or default of this Agreement, or any provision of this Agreement, be a waiver of any subsequent breach or default or a waiver of the provision itself.

T. Notice for California Residents

Under California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights notice:

If you are a California resident, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding our service or software and to receive further information regarding use of our Service.

U. Defined Terms

“Monitoring” means BioTel Heart's cardiac monitoring services using BioTel Heart's cardiac monitoring devices.

“Report” means a report of preliminary findings based on data collected by a BioTel Heart cardiac monitoring device while such device is worn by a patient during Monitoring.

“Patient-Initiated Event Information” means information related to symptoms experienced by your patients during Monitoring and submitted to BioTel Heart by your patients.

V. Miscellaneous

BioTel Heart reserves the right to change, amend, modify, or update this Agreement on a going-forward basis at any time. Please check this Agreement periodically for changes. If a change to this Agreement materially modifies your rights or obligations, you may be required to accept the modified Agreement in order to continue to access and use the service. Modifications requiring acceptance are effective upon your acceptance of the modified Agreement. All other modifications are effective upon publication. Except as expressly permitted in this section, this Agreement may be amended only by a written agreement signed by authorized representatives of the parties to this Agreement. Disputes arising under this Agreement will be resolved in accordance with the version of this Agreement that was in effect at the time the dispute arose. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. In this Agreement, the use of the word “including” means “including but not limited to.”

Schedule A

Currently Supported Browsers/OS combinations

LifeWatch Connect

Internet Explorer 11+

Chrome 70.0.3538.102

Firefox 60.0.3

BioTel Heart Access

Internet Explorer 11+