

ASCENSIA DIABETES CARE CONFIDENTIAL**COMMUNICATIONS PROTOCOL DEVELOPERS GUIDE (“CPDG”)**
LICENSE AGREEMENT

THIS CPDG LICENSE AGREEMENT (this “Agreement”) is between Ascensia Diabetes Care Holdings AG (“ADCH”) and the individual or company to whom ADCH has agreed to grant the right to use ADCH’s Communications Protocol Developers Guide (“Licensee”). ADCH and Licensee each is a Party, and collectively are the Parties, to this Agreement. The following terms and conditions shall govern this Agreement:

1. Grant of License. ADCH hereby grants to Licensee the non-exclusive and non-transferable right to use ADCH’s Communications Protocol Developers Guide (the “CPDG”) to adapt, or have adapted by Licensee’s software development partner, Licensee’s proprietary Diabetes Monitoring Software (“DM Software”) offered by Licensee or Licensee’s affiliates to the extent necessary to allow an end-user’s ADCH Blood Glucose Meter to communicate with the DM Software. “ADCH Blood Glucose Meters” shall mean BREEZE[®], BREEZE[®]2, DIDGET[®], CONTOUR[®] NEXT, CONTOUR[®] NEXT USB, CONTOUR[®] NEXT EZ, CONTOUR[®] NEXT ONE, CONTOUR[®] PLUS ONE, ELITE[®], DEX[®], CONFIRM[®], COUTOUR[®], CONTOUR[®] USB, CONTOUR[®] XT, and/or CONTOUR[®] TS, which are trademarks of ADCH registered in the US and assorted other countries. This license does not extend to allowing access to ADCH Blood Glucose Meters through call-up routines of software other than the DM Software. Further, the license extends only to downloading of test result information from ADCH Blood Glucose Meters and does not permit Licensee or Licensee’s database provider to use the DM Software to alter blood glucose meter functions in any way, with the specific and limited exception that DM Software may offset date and time settings. Except as expressly provided in this Agreement, Licensee may not rent, lease, or in any way disclose the CPDG. Notwithstanding anything to the contrary in this paragraph 1, Licensee’s use of the CPDG shall be limited to the intended use as described in paragraph 7 of this Agreement. No sublicensing rights relating to the CPDG are granted by this Agreement.

2. Copyright and Trademarks.

(a) Licensee acknowledges and agrees that the CPDG and documented protocols are owned by ADCH and are protected by United States copyright laws and international treaty provisions. Licensee agrees that the DM Software and Licensee’s packaging and manual will contain a copyright legend (e.g., “Communication protocols ©1999-2016 Ascensia Diabetes Care. All rights reserved”) indicating that ADCH is the copyright owner of the meter communication protocols.

(b) Licensee may characterize Licensee’s DM Software as “intended for use with [Contour[®] or Breeze[®]2, for example] blood glucose meters.” Licensee may not use any ADCH logo. This Agreement does not grant Licensee any other permission to use any ADCH trademark in any other way, or to indicate that ADCH is a partner of Licensee or otherwise approves of, endorses, or regulates Licensee’s DM Software. Any lawful references to ADCH products in DM Software and Licensee’s packaging and manual or other materials must properly and accurately reflect the trademark registration status, as listed above for the US. Whether an ADCH trademark is registered in specific country may be determined by the public by referring to that country’s trademark register. Furthermore, any material in which a ADCH trademark is used shall include a statement that says:

“[Licensee’s product] includes proprietary communication protocols copyrighted by Ascensia Diabetes Care and licensed to [Licensee] to facilitate download of blood glucose meter data from Ascensia devices. Ascensia has not evaluated device compatibility, nor has Ascensia approved or endorsed [Licensee’s Product]. Communication protocols © 1999-2016 Ascensia Diabetes Care. All rights reserved.”

If Licensee desires to work with ADCH to promote the interoperability of Licensee’s DM Software with ADCH Blood Glucose Meters, Licensee is welcome to contact ADCH to discuss a promotion agreement.

3. Software Support. Licensee shall be and remain solely responsible for all customer support of the DM Software. ADCH shall have the right (but not the obligation) to reference the DM Software in marketing ADCH Blood Glucose Meters. ADCH may confer with Licensee with respect to the appropriateness of Licensor’s marketing references to Licensee’s DM Software. ADCH shall have no obligation to update the CPDG or to notify Licensee of any updates should they occur.

4. Evaluation of DM Software.

(a) Subsequent to providing the CPDG to Licensee, but before Licensee publicly uses, distributes or sells DM Software containing the ADCH communication protocol, Licensee shall test and confirm that the DM Software properly downloads ADCH Blood Glucose Meter data and does not interfere with the operation of ADCH Blood Glucose Meters. Licensee herein represents and warrants that the DM Software will be fully tested, and that such testing and confirmation will be performed and documented prior to Licensee publicly using, distributing or selling the DM Software. Separately, Licensee shall submit all necessary regulatory filings and apply for and receive all necessary approvals (e.g., FDA, CE, etc.) prior to Licensee publicly using, distributing or selling the DM Software. Likewise, Licensee represents and warrants that Licensee will have submitted all necessary regulatory filings and applied for and received all necessary approvals prior to Licensee publicly using, distributing or selling the DM Software. Licensee shall maintain reasonable documentation necessary to establish such testing, confirmation, regulatory filings, and regulatory approvals.

(b) In the event that ADCH learns of purported issues with Licensee’s DM Software interaction with ADCH Blood Glucose Meters, ADCH may request, and Licensee shall provide to ADCH (either separately, or together with Licensee’s software development partner) sufficient documentation necessary to establish Licensee’s testing, confirmation, regulatory filings, and regulatory approvals, in a form reasonably satisfactory to ADCH, that the DM Software properly downloads ADCH Blood Glucose Meter data and does not interfere with the operation of ADCH Blood Glucose Meters. ADCH’s receipt and review of this confirmation and any associated documentation does not constitute approval, endorsement, or evaluation of the DM Software by ADCH. If this written confirmation is not received by ADCH within one month of ADCH’s request sent by email to Licensee, this Agreement and the license granted in this Agreement shall automatically terminate. In the event that ADCH learns of such issues and then determines, in ADCH’s sole discretion, that the DM Software does not properly download blood glucose testing data or interferes with the operation of ADCH Blood Glucose Meters, ADCH may terminate this Agreement, and the license granted in this Agreement, by written notice sent by email to Licensee, and ADCH shall have no further obligations relating to this Agreement. In the event that ADCH terminates this Agreement and the license granted herein, Licensee shall immediately cease, and desist from, any and all uses and implementations of the communications protocol and CPDG, in accordance with paragraph 9 below.

5. **No Warranty.** ADCH DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE CPDG OR ITS CONTENTS, OR OTHERWISE RELATING TO THE LICENSE GRANTED TO LICENSEE, THE ADCH BLOOD GLUCOSE METERS AND/OR THE DM SOFTWARE AND ITS USE. IN NO EVENT SHALL ADCH BE LIABLE TO LICENSEE OR OTHERS FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES, WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CPDG OR OTHERWISE RELATING TO THE DM SOFTWARE OR THIS AGREEMENT. Development, design, validation, evaluation usage, modification, and/or adaptation of the DM Software or parts thereof shall at all times remain the sole responsibility of Licensee. Licensee shall also be and remain solely responsible for determining whether the DM Software is considered to be a medical device by any applicable government and/or regulatory entity, such as the United States Food and Drug Administration (FDA), and for complying with any and all regulations (e.g., FDA requirements) applicable to the status or use of the DM Software as a medical device.

6. **Indemnification.** Licensee shall fully indemnify, defend, and hold harmless ADCH from and against any and all claims, damages, and losses attributable to the DM Software, or arising with regard to the data transferred from ADCH Blood Glucose Meters or modems, and/or with regard to any developments, evaluation, usage, modification, adaptation, or other activities, which are Licensee's responsibility under this Agreement or otherwise.

7. **Description of Intended Use.** Licensee's intended use of the DM Software, including but not limited to the intended use of the interface with ADCH Blood Glucose Meters and any subsequent data manipulation, the intended audience, market description, and functionality (the "use"), has been described by Licensee when it agreed to enter into this Agreement. Licensee is licensed solely for the purpose of interfacing ADCH Blood Glucose Meters to Licensee's DM Software in support of existing or future clinical customers in the United States who use Licensee's software and wish to upload test result information from ADCH Blood Glucose Meters into the DM Software. Licensee and its software development partner, if any, may retain a copy of the CPDG for the sole purpose of supporting this licensed application. The CPDG may not be published or otherwise placed into the public domain by Licensee or its affiliates. Transfer of the CPDG to, or use of the CPDG by, Licensee's affiliates is permitted only to such affiliates' personnel who are involved in running or supporting Licensee's DM Software and Licensee's related business, and shall not be shared with such affiliates' personnel who are involved in running or supporting any other software or business. The CPDG will not be used by Licensee, its affiliates, or its software development partner for the development of other commercial or non-commercial software products. The DM Software shall not alter or erase data in the ADCH Blood Glucose Meters. Web-transfer of extracted blood glucose meter data is permitted within the scope of Licensee's standard protocol for use of the DM Software. Should Licensee at any time desire to alter the scope of the intended use of this interface from a covered ADCH Blood Glucose Meter to its DM Software, Licensee shall inform ADCH in writing and provide ADCH with a description of such intended changes from the purpose and use noted in this paragraph 7. Within sixty (60) days of ADCH's receipt of such notice, ADCH shall, in its sole discretion, approve or disapprove of such alteration. If ADCH does not respond to such notice within sixty (60) days, such lack of response shall be deemed a disapproval.

8. **Confidentiality.** ADCH intends to make and/or has made various disclosures to Licensee either directly or indirectly that relate to the CPDG. These disclosures are confidential and proprietary to ADCH. Additionally, Licensee may generate data and/or other information that relates to this Agreement and/or the CPDG. ADCH confidential and/or proprietary information disclosed to Licensee and data and/or other information generated by Licensee regarding ADCH

disclosures are severally and collectively referred to as Confidential Information. Licensee agrees to maintain and to cause Licensee's employees, agents, and contractors to maintain all Confidential Information in strict confidence and neither disclose such Confidential Information to any third party, nor allow any third party access to it or to use it for any purpose. These obligations of confidentiality and limited use shall be binding throughout the duration of the term of this Agreement and shall remain in force for a period of ten (10) years from the date of expiration of this Agreement, but shall not apply to any portion of the Confidential Information that Licensee can show (a) is public knowledge or subsequently becomes public knowledge through no fault of the Licensee; (b) is in Licensee's possession as a matter of right without restriction on disclosure, or is subsequently acquired by Licensee from a third party as a matter of right without restriction on disclosure; (c) is approved for use or release by written authorization from ADCH prior to such use or disclosure by Licensee. Licensee agrees that the CPDG is solely the property of ADCH and includes valuable trade secrets of ADCH. Licensee agrees to treat the CPDG as Confidential Information and will not without the express written authorization of ADCH: (a) demonstrate, copy, sell or market the CPDG (or any portion thereof) to any third party; (b) publish or otherwise disclose information relating to performance or quality of the CPDG (or any portion thereof) to any third party; or (c) modify, reuse, disassemble, decompile, reverse engineer, or otherwise translate the CPDG (or any portion thereof).

9. Term and Termination. Unless terminated by either Party as provided in this Agreement, the license granted to Licensee by this Agreement shall be perpetual with respect to the version of the CPDG provided to Licensee. Licensee may terminate this Agreement at any time upon thirty (30) days written notice to ADCH. ADCH may terminate this Agreement for material breach by Licensee. This Agreement and the license granted herein are not transferable and terminate upon change of control of Licensee, unless approved by ADCH. Upon termination of this Agreement, all rights of Licensee to use the CPDG shall immediately terminate. Any obligations of Licensee that accrue prior to termination shall survive termination. Upon termination, Licensee shall immediately cease distribution of its DM Software that contains or otherwise incorporates the CPDG or other ADCH Confidential Information. Also upon termination, Licensee shall return to ADCH all ADCH Confidential Information, including all copies of the CPDG.

10. Miscellaneous. Licensee shall have no right to sub-license any of the rights granted to Licensee by this Agreement for any reason. In the event of the breach by Licensee of this Agreement, Licensee shall be liable for all damages to ADCH. Licensee acknowledges that Licensee's failure to abide by the terms of this Agreement shall cause ADCH substantial injury and losses of the types and in amounts that may be difficult or impossible to compute and ascertain with certainty as a basis for recovery by ADCH of actual damages and will cause irreparable harm to ADCH. Licensee further agrees that due to the irreparable harm to ADCH, in addition to all other remedies available to ADCH in an action at law for damages, in the event of any breach or threatened breach by the Licensee of this Agreement, ADCH shall, without the necessity of proving actual damages or posting any bond or other security, be entitled to temporary and permanent injunctive and other equitable relief, including, but not limited to, specific performance of the terms and conditions of this Agreement. If any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining portions of this Agreement shall not be affected or impaired thereby. In the event of a legal proceeding arising out of this Agreement, the prevailing Party shall be awarded all attorneys' fees and other costs incurred.

11. Entire Understanding. This Agreement constitutes the entire Agreement between the Parties relating to the subject matter of this Agreement and supersedes all prior arrangements, agreements, representations and undertakings. This Agreement may not be changed or modified except by a written agreement duly executed by ADCH and Licensee.

12. Taxes and Duties. Licensee shall be solely responsible for the payment of all taxes, duties and levies that may now or hereafter be imposed by any authority upon or relating to this Agreement for the supply, use, or maintenance of the CPDG, and if any of the foregoing taxes, duties or levies are paid at any time by ADCH, Licensee shall reimburse ADCH in full upon demand.

13. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by the internal laws of the State of New Jersey, without regard to conflicts of law principles. In the event of any dispute relating to the subject matter of this Agreement, Licensee hereby irrevocably consents and submits to the personal and subject matter exclusive jurisdiction of the federal and state courts of the State of New Jersey.

14. Acknowledgements. Licensee acknowledges that Licensee has read this Agreement before Licensee agreed to enter into this Agreement, either on ADCH's Internet website, or by email if not on the website, and Licensee acknowledges that it understands the Agreement and agrees to be legally bound by all provisions, terms and conditions set forth in this Agreement. This Agreement is valid without a signature by ADCH. This Agreement is valid without a signature of Licensee affixed hereto, inasmuch as Licensee's electronic acceptance of this Agreement constitutes Licensee's electronic signature hereto. Licensee acknowledges and consents that ADCH may communicate any notice or correspondence to Licensee via email, and Licensee agrees to maintain a valid email account and keep ADCH apprised of the email address to which communication shall be sent. All communications to ADCH under this Agreement shall be sent by registered mail or courier to Ascensia Diabetes Care, c/o Legal, 5 Wood Hollow Road, Parsippany, NJ 07054, USA, with an electronic copy emailed to DCCContracts@Ascensia.com, effective upon arrival of the hardcopy by registered mail or courier, as recorded under the tracking number thereof.

Thank you for your cooperation.

Ascensia Diabetes Care Holdings AG
Peter-Merian Strasse 90
4052 Basel, Switzerland