

## SYPHEOS SOFTWARE AS A SERVICE SOLUTION - TERMS AND CONDITIONS OF USE

THESE SYPHEOS SOFTWARE AS A SERVICE SOLUTION (“Sympheos SaaS Solution”) TERMS AND CONDITIONS (“Terms and Conditions”) CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN ABBOTT RAPID DIAGNOSTICS INFORMATICS, INC. (“ABBOTT”) AND ANY ENTITY ENTERING INTO A LICENSE OR END USER LICENSE AGREEMENT VIA AN ABBOTT AUTHORIZED RESELLER (“SUBSCRIBER” OR “END USER”) OR ANY USER AUTHORIZED BY THE SUBSCRIBER OR END USER (“AUTHORIZED USER”) (EACH A “PARTY”, COLLECTIVELY “PARTIES”). THE SUBSCRIBER OR END USER AND AUTHORIZED USER ARE HEREINAFTER REFERRED TO AS “YOU” OR “YOUR”. BY ACCESSING OR USING THE SYPHEOS SAAS SOLUTION YOU ACKNOWLEDGE THAT (1) YOU ARE AUTHORIZED TO AGREE TO THESE TERMS AND (2) YOU HAVE READ, UNDERSTAND AND AGREE THAT YOU ARE BOUND BY THESE TERMS AND CONDITIONS AND ALL SUBSEQUENT MODIFICATIONS AND ADDITIONS HERETO, WHICH MAY BE MADE IN ABBOTT’S SOLE DISCRETION WITHOUT PRIOR NOTICE.

YOUR USE OF THE SYPHEOS SAAS SOLUTION IS ALSO SUBJECT TO THE PRIVACY POLICY AVAILABLE AT <https://sympheos.abbott/docs/Sympheos-Portal-Privacy-EN-US.pdf> (“PRIVACY NOTICE”), WHICH EXPLAINS HOW ABBOTT WILL HANDLE THE PERSONAL INFORMATION THAT YOU PROVIDE THROUGH YOUR USE OF THE SYPHEOS SAAS SOLUTION.

- 1. Scope.** These Terms and Conditions apply to the following components of the Sympheos SaaS Solution: the Sympheos Portal (“Sympheos”) and associated components (including hardware components, if applicable), third-party software products as may be relevant, and when specified in the underlying license agreement or subscription agreement, the Sympheos device module software as specified in the applicable Abbott Product package insert (“Software Module”).
- 2. Access and Use Rights to You.** Subject to these Terms and Conditions and for the term of the underlying subscription or license agreement, Abbott grants You a personal, non-transferable, non-exclusive, license to access and use the Sympheos SaaS Solution limited to the authorized sites set forth in the applicable license or end user acceptance agreement.
- 3. Access and Use Rights to Abbott.** You grant Abbott and its affiliates a fully paid-up, royalty-free, world-wide, perpetual, irrevocable, non-exclusive license to copy, distribute, display, access and use, for any purpose, the data input or received into Sympheos Portal (“Data”). Without limiting the scope of the foregoing license, You acknowledge that Abbott shall have the right to disclose such Data to third parties, in the form of a report previously provided by Abbott to the End User or otherwise, and to use such data and any such reports for technical support, external information sharing or external marketing purposes. If Abbott encounters Data in the Abbott Solution that, despite the restriction set forth, above relates to or identifies a natural person or that otherwise meets the definition of “personal data,” “personally identifiable information,” “personal information,” or similar under applicable law, Abbott will de-identify such Data before using it for the purposes specified in these Terms and Conditions.
- 4. Acceptable Use; Notification of Unauthorized Use.** You shall not, and shall not permit any third-party to: (a) modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of any component of the Sympheos SaaS Solution; (b) You may not sell, transfer, sublicense, publish, disclose, display or otherwise make available any component of the Sympheos SaaS Solution (or copies thereof) to others; (c)

knowingly or negligently use the Sympheos SaaS Solution in a way that abuses, disables, interferes with, or disrupts Abbott's networks, other customer and/or user accounts, or the Sympheos SaaS Solution generally; (d) engage in activity that is illegal, fraudulent, false, or misleading, (e) transmit through the Sympheos SaaS Solution any material that may infringe the intellectual property or other rights of third parties; (f) intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes or other items of a destructive or deceptive nature; (f) build or benchmark a competitive product or service, or copy any features, functions or graphics of the Sympheos SaaS Solution; or (g) use the Sympheos SaaS Solution in violation of any other policy referenced herein, or any applicable Law. You shall notify Abbott immediately if You become aware of any unauthorized use of any password or account or any other known or suspected breach of security or misuse of the Sympheos SaaS Solution. If You become aware of any violation of these Terms and Conditions in connection with use of the Sympheos SaaS Solution by any person or any actual or reasonably suspected incident or breach, You must immediately contact Abbott at [infosec@alere.com](mailto:infosec@alere.com). Abbott will investigate any complaints of violations that come to its attention and may take any action that it believes is appropriate, in its sole discretion, including, but not limited to, issuing warnings, removing content, suspending services, or terminating Your accounts and/or profiles.

5. **Medical Advice Disclaimer.** ABBOTT IS NOT ENGAGED IN RENDERING MEDICAL, CLINICAL, OR OTHER HEALTH-RELATED ADVICE. IF MEDICAL OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICES OF A COMPETENT MEDICAL PROFESSIONAL SHOULD BE SOUGHT. YOU ASSUME ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO ANY DECISIONS MADE OR ADVICE GIVEN AS A RESULT OF THE USE OF SYMPHEOS SAAS SOLUTION AND FOR THE SELECTION OF THE SYMPHEOS SAAS SOLUTION TO ACHIEVE YOUR INTENDED RESULTS.
  
6. **Disclaimers of Warranties.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SYMPHEOS SAAS SOLUTION IS AT YOUR OWN RISK AND THAT TO THE EXTENT PERMITTED BY LAW, THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT LIES WITH YOU. Any content included in the Sympheos SaaS Solution is for the purpose of providing information to permit the analysis of Your Data. Although Abbott believes the data displayed in the Sympheos SaaS Solution to be accurate at the time it is transmitted to the Sympheos SaaS Solution, Abbott makes no representation, express or implied, as to the accuracy, completeness or timeliness of the information. In no event will Abbott be liable to You for any losses resulting from mistakes, omissions, or delays in transmission of information, or from interruptions in telecommunication connections to the Sympheos SaaS Solution.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ABBOTT, ITS AFFILIATES AND ITS THIRD PARTY PROVIDERS PROVIDE THE SYMPHEOS SAAS SOLUTION "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND DEFECTS AND WITHOUT ANY OTHER WARRANTY OF ANY KIND, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE AND QUALITY AND OF LACK OF VIRUSES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ABBOTT OR AN ABBOTT AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

Abbott, its affiliates and its third-party providers do not guarantee that the functions contained in the Sympheos SaaS Solution will meet Your requirements or that its operation will be

uninterrupted or error-free. To the extent that applicable law requires Abbott 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.

IN NO EVENT SHALL ABBOTT PROVIDE ANY WARRANTY OR REPRESENTATION FOR ANY THIRD-PARTY HARDWARE OR SOFTWARE, AND ABBOTT DISCLAIMS ALL LIABILITY FOR 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 ASSIGNEES, OR OTHER THIRD PARTIES AS MAY BECOME APPLICABLE OVER THE COURSE OF THESE TERMS AND CONDITIONS. SOME COUNTRIES, STATES, PROVINCES, AND/OR JURISDICTIONS DO NOT ALLOW DISCLAIMERS OF WARRANTIES, SO THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU IN THEIR ENTIRETY TO THE EXTENT NOT ALLOWED.

- 7. Limitation of Liability.** NOTWITHSTANDING ANY LOSSES THAT YOU MAY INCUR AND TO THE EXTENT PERMITTED BY LAW, THE ENTIRE LIABILITY OF ABBOTT, ITS AFFILIATES AND ANY OF ITS THIRD PARTY PROVIDERS UNDER ANY PROVISION OF THESE TERMS AND CONDITIONS, OR OTHERWISE CONNECTED TO THESE TERMS AND CONDITIONS, AND YOUR EXCLUSIVE REMEDIES FOR ALL OF THE FOREGOING SHALL BE LIMITED TO EITHER THE FIXING, REPAIR OR OTHER RECTIFICATION OF ANY FAULTS WITHIN THE SYMPHEOS SAAS SOLUTION, EVEN IF ANY SUCH LOSS WAS FORESEEABLE OR CONTEMPLATED BY THE PARTIES, OR WHERE APPLICABLE, THE AMOUNT ACTUALLY PAID BY YOU FOR ACCESS AND USE OF THE SYMPHEOS SAAS SOLUTION DURING THE PRECEDING SIX (6) MONTHS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ABBOTT, ITS AFFILIATES OR ITS THIRD PARTY PROVIDERS BE LIABLE 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 SYMPHEOS SAAS SOLUTION, THIRD PARTY SOFTWARE AND/OR THIRD PARTY HARDWARE USED OR THAT MAY BE USED WITH THE SYMPHEOS SAAS SOLUTION, FOR LOSS FROM ANY VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR DEVICE DUE TO YOU DOWNLOADING ANY MOBILE APP, MATERIAL OR WEBSITE LINKED TO ANY COMPONENT OF THE SYMPHEOS SAAS SOLUTION, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THESE TERMS AND CONDITIONS), EVEN IF ABBOTT, ITS AFFILIATES OR ANY THIRD PARTY PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF THE REMEDY FAILS IN 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 SYMPHEOS SAAS SOLUTION CAUSES COMPUTER PROBLEMS AND RELATED DATA LOSSES. FOR THESE BUSINESS REASONS, YOU UNDERSTAND AND AGREE TO THE LIMITATIONS OF LIABILITY IN THIS SECTION AND ACKNOWLEDGE THAT WITHOUT YOUR AGREEMENT TO THIS PROVISION, ANY APPLICABLE FEE CHARGED WOULD BE HIGHER.
- 8. Indemnification.** You agree to indemnify, defend and hold harmless Abbott, its affiliates and their respective officers, directors, employees, agents, successors, assignees and licensors from and against any and all claims, demands, liabilities, losses, costs and expenses (including lawyers' and experts' fees) made by a third-party due to or arising out of or related to Your violation of these Terms and Conditions or laws, regulations or third-party rights, including any breach of data privacy claim by a third-party, infringement of the copyright or intellectual property rights of any third-party by You or others in Your organization or otherwise in connection with Your or their use of the Sympheos SaaS Solution.

- 9. Intellectual Property Rights.** The Sympheos SaaS Solution (as well as Abbott supplied hardware components, where applicable) is proprietary to Abbott and all rights, title and interests thereto shall remain with Abbott. All applicable rights to patents, copyrights, trademarks and trade secrets in the Sympheos SaaS Solution or any modifications made at Your request, shall be regarded as Abbott intellectual property. Additionally, Abbott will acquire and retain all licenses for any third-party software provided to You in connection with the Sympheos SaaS Solution. All copies made by You of Sympheos SaaS Solution and other programs developed hereunder, including translations, compilations, partial copies with modifications and updated works, are the property of Abbott. Violation of any provision of this paragraph shall be the basis for immediate termination of the access and use rights granted hereunder.

All content and materials that comprise Sympheos SaaS Solution, including but not limited to, the web site design, text, graphics, photographs, illustrations, images, icons, and other materials, data and information (the "Content"), are protected by copyright under U.S. and international copyright laws and treaties, and are the exclusive property of Abbott.

All trademarks, service marks, trade names, trade dress, and products displayed on Sympheos SaaS Solution are protected in the United States and internationally and are either owned or used under license by Abbott. The unauthorized use of any Abbott trademark is strictly prohibited, and nothing contained in these Terms and Conditions may be construed as granting, by implication, estoppel, or otherwise, any right or license to use any trademark.

- 10. Confidentiality.** You shall hold Abbott's Confidential Information in confidence and use only to exercise your rights and fulfill its obligations under this Agreement. You shall not disclose Confidential Information to any third party without Abbott's prior written consent. You will use reasonable care to protect against disclosure of the Abbott's Confidential Information to parties other than the recipient's employees, affiliates, agents, or professional advisors ("Representatives") who need to know it and who have a legal obligation to keep it confidential. You will ensure that Your Representatives are subject to no less restrictive confidentiality obligations than those herein. Notwithstanding the foregoing, You may disclose the Abbott's Confidential Information to the extent required by applicable legal process; provided that the You use commercially reasonable efforts to: (a) promptly notify Abbott of such disclosure before disclosing, to the extent permitted by law, and (b) comply with Abbott's reasonable requests regarding its efforts to oppose the disclosure.

"Confidential Information" means any information disclosed by Abbott that is not generally known to the public or, by its nature, should be reasonably considered confidential. Confidential Information does not include information that: (a) You already knew before receiving the Confidential Information from Abbott; (b) becomes public through no fault of You; (c) was independently developed by You without use of or reference to Abbott's Confidential Information; or (d) was rightfully given to You by another party.

The Parties acknowledge and agree that a breach of this clause would cause irreparable harm and that either Party shall be entitled to seek equitable relief from such breach. Notwithstanding the foregoing, Abbott may state publicly or list in announcements, presentations or other marketing materials the fact that You are a licensee of the Sympheos SaaS Solution.

- 11. Termination.** Abbott may suspend Your access to Sympheos SaaS Solution or terminate these Terms and Conditions at any time if: (i) You breach any material provision of these Terms and Conditions; (ii) Abbott elects at its discretion to cease providing access to the Sympheos SaaS Solution; or (iii) in other circumstances and for other reasons determined by Abbott in its sole discretion.

Upon termination of Your access to Sympheos SaaS Solution, any and all data relating to Your account may be irretrievably deleted by Abbott, except to the extent that we are obliged or permitted to retain the data for a certain period of time in accordance with applicable laws and regulations or to protect our legitimate business interests.

- 12. Links to Other Sites; Third-Party 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 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 these Terms and Conditions, all ownership and intellectual property rights in and to Third-Party Materials (as defined below) and 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.

By using the Sympheos SaaS Solution, You may encounter content and data, information, applications, materials, and other content from third parties, including other users (collectively, "Third-Party Materials"). Abbott will not have any liability to You for any non-Abbott content or Third-Party Materials that may be found to be offensive, indecent, or that is inaccurate, incomplete, untimely, invalid, illegal, indecent, of poor quality, or otherwise objectionable.

The Sympheos SaaS Solution consists of a package of components which may include certain third-party software ("Third-Party Software"). The Third-Party Software, if any, may be provided under separate license terms (the "Third-Party Terms") which can be found in documentation for the Sympheos SaaS Solution or the applicable help, notices, about, or source files. Your use of the Third-Party Software in conjunction with the Sympheos SaaS Solution in a manner consistent with these Terms and Conditions is permitted.

- 13. Support and Maintenance.** During the term of the underlying agreement, Abbott may provide the following maintenance and support services to You:
- (a) Corrections of substantial defects in Sympheos SaaS Solution so that it will operate in accordance with Abbott's documentation.
  - (b) Periodic updates to the Sympheos SaaS Solution.

- (c) Telephone support between the hours of 7am and 1am GMT, Monday to Friday, excluding UK public holidays, to assist You in using the Sympheos SaaS Solution and troubleshooting issues.
- (d) Remote system support to permit training, diagnostic troubleshooting and delivery of periodic updates; provided, however that such remote support can only be provided if You retain a technical method of remote access that is fully supported by Abbott (i.e., site-to-site VPN with the ability to use a remote console access such as Remote Desktop). Qualification of remote access and support technology options shall be determined by current Abbott standard support practices and are subject to change without notice.
- (e) Support of all Abbott-supplied components, including repair, replacement, or exchange of components that are not functioning properly.

Standard maintenance services DO NOT include:

- (a) Work performed by Abbott, following completion of the Sympheos SaaS Solution configuration and Your acceptance, to accommodate: (i) interference of third-party software that You loaded; (ii) changes in Your network that disable Sympheos SaaS Solution and require Abbott intervention e.g., changing IP addresses; (iii) Your specified or requested additions, changes or modifications to Abbott's internal network infrastructure, security standards, or deployed software packages to accommodate or maintain remote access to Your network for the provision of remote system support access to Sympheos SaaS Solution; (iv) remote system support for training, diagnostic troubleshooting and the provision of periodic updates when not fully supported and mutually agreeable technical method of secure remote access is available.
- (b) Customer specified enhancements that are not normal updates or upgrades to Sympheos SaaS Solution, including, but not limited to, additional on-site support and/or training and maintenance and support of customer supplied hardware, Third-Party Software and associated software components.
- (c) The repair, correction, or replacement of Sympheos SaaS Solution when such repair, correction or replacement is due, directly or indirectly, to: (i) Your failure to follow operation or maintenance instructions as set forth in documentation; (ii) the use of media, supplies, or consumable supplies which are not compatible with Sympheos SaaS Solution maintained hereunder; (iii) the unauthorized repair, maintenance, modification or alteration of Sympheos SaaS Solution unless specifically approved in writing by Abbott in advance; (iv) hardware or software not supplied or authorized by Abbott; (v) the abusive or negligent acts or omissions by You; (vi) power failure, surges or electrical damage, lightning, fire or water damage, accident or disruptive events reasonably within Your control; (vii) air conditioning failure, humidity control failure, or a corrosive atmosphere harmful to electronic circuitry; (viii) damage during transportation caused by You; (ix) Your failure to maintain any site specifications specified by Abbott; (x) changes in Your operation standards that would require

Abbott to modify its standard configurations or procedures, or (xi) other causes clearly external to Sympheos SaaS Solution and clearly not attributable to Abbott, including but not limited to any acts of nature.

- (d) Data backup systems, hardware, software or processes for the storage and retrieval of Your data to/from systems or devices other than those provided by Abbott as part of the applicable subscriber or license agreement

**14. Governing Law, Venue and Dispute Resolution.** The Sympheos SaaS Solution can be accessed from various countries around the world. As each of these countries has laws that may differ from those of the United States of America, by accessing the Sympheos SaaS Solution Parties agree that the laws of the United States shall apply to all matters arising from or relating to the use and content of the website. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Illinois, 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. You agree that these Terms and Conditions 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 regard to any proceedings arising from these Terms and Conditions 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 these Terms and Conditions.

**15. Severability.** If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms and Conditions will remain in full force and effect

**16. Export Law.** The Sympheos SaaS Solution may be subject to export control laws in various countries, including without limitation, the laws of the United States and may be subject to export or import regulations in other countries. Unless in compliance with applicable law and specifically authorized in writing by Abbott prior to any access and use, You shall not export the Sympheos SaaS Solution 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 Sympheos SaaS Solution. In any case, You will indemnify and hold Abbott harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including reasonable attorney's fees) arising from, or relating to, Your export or import of the Sympheos SaaS Solution or any breach by You of any of Your obligations under this section.

**17. Additional Terms for the Government Customers**

The Section below will apply if the You are a US Government Customer.

“US Government Customer” means a United States government, or any of their employees or agents, who is accessing or using any of the Services on behalf of the U.S. Government, including as a higher-tier subcontractor or prime contractor.

**U.S. Government Rights.** The Sympheos SaaS Solution and any derivatives thereof are “commercial items” as defined in 48 C.F.R. 2.101 (“Commercial Items”). The use, duplication, reproduction, release, modification, disclosure or transfer of any software accessed or delivered under this agreement and any associated documentation and technical data by U.S. Government Customer is restricted in accordance with 48 C.F.R. §12.211; 48 C.F.R. §12.212, 48 C.F.R. §227.7102-2, and 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.211, 48 C.F.R. §12.212, 48 C.F.R. §227.7102-1 through 48 C.F.R. §227.7102-3, and 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, Sympheos SaaS Solution is provided to U.S. Government Customer: (i) only as Commercial Items, and (ii) with only those rights as are granted to all other users pursuant to Abbott’s standard terms of use or the standard terms of use of our subcontractors or vendors, as applicable and except as otherwise noted herein. For the avoidance of doubt, this clause is in lieu of, and supersedes, any Federal Acquisition Regulations (“FAR”), the Defense FAR Supplement (“DFARS”), or other clause or provision that addresses U.S. Government rights in computer software or technical data.

- 18. Entire Agreement, Order of Precedence and Modifications or Amendments.** These Terms and Conditions constitute 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 pre-printed or other standard terms set forth on any customer order, acknowledgment or other form shall be deemed void and of no force or effect.
- 19. Force Majeure.** Neither party shall be liable for failure of 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 either Party and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers.
- 20. Assignment.** These Terms and Conditions may not be assigned by You without the prior written consent of Abbott. Any purported assignment in violation of this section shall be void.
- 21. Relationship between Parties.** In performing any or all of its obligations in accordance with these Terms and Conditions, Abbott, its employees and contractors, shall at all times and for all purposes be and remain an independent contractor.
- 22. Headings.** This Agreement contains headings only for convenience and the headings do not constitute or form any part of this Agreement and should not be used in the construction of this Agreement.
- 23. Contact.** To contact Abbott regarding Sympheos Mobile App or its Content, please email or call the product support group appropriate to your region:

Europe & Middle East: +44 161 483 9032  
Asia Pacific: +61 7 3363 7711  
Africa, Russia & CIS: +44 161 483 9032  
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