

TERMS OF USE AGREEMENT

SleepImage

Date of Last Revision: May 15, 2020

MyCardio LLC dba SleepImage (“MyCardio”, “we” or “us”) has established this Terms of Use Agreement (“Agreement”) that governs the use, access and/or procurement of the www.SleepImage.com website (including, without limitation, any subdomains thereof and any related mobile applications, the “Website”), including the content on the Website (together with the Website, the “Online Offering”), any recorder device(s) identified for use by MyCardio (each, a “Device”), and any other ancillary products or consumables (such items, together with the Device, the “Goods” and the Goods, together with the Software and Online Offerings, the “Products”) provided or licensed by or on behalf of MyCardio and all services performed by MyCardio in connection with any of the foregoing (the “Services,” and the Services together with the Products, the “SleepImage Offerings”).

The SleepImage Offerings are intended for use by or on the order of healthcare professionals (“Clinician Users”) to aid in the evaluation of sleep disorders and enables Clinician Users to provide Sleep Data information about individuals under their care (“Individuals”) for health and wellness evaluation and clinical decisions. To access and use the SleepImage Offerings, registration is required to create an account (“Account”) for use by administrative users (“Admin Users”) and Clinician Users (the Admin Users and Clinician Users are referred to collectively as the “Users” and individually as a “User”). The protection of User’s and Individual’s information is a shared responsibility of MyCardio and each User that has access to or otherwise uses such information. MyCardio relies on Users also taking steps to protect the privacy of the information, including protecting all passwords and user credentials used to access the SleepImage Offerings or any Sleep Data stored locally on a Device. This Policy is incorporated into and is subject to the Privacy Policy and the notice of Privacy Practices Concerning Personal Health Information. Any use of the SleepImage Offerings and any information provided by users or supplied on behalf Individuals remains subject to the terms of the Privacy Policy and the notice of Privacy Practices Concerning Personal Health Information which can be found at www.SleepImage.com. By using the SleepImage Offerings, Users consent to all actions taken by us with respect to Users’ information in compliance with such policies.

THIS IS A LEGAL AGREEMENT BETWEEN USERS AND MYCARDIO AND GOVERNS THEIR USE OF THE SLEEPIMAGE OFFERINGS.

By Users’ affirmative actions of procuring, registering for, using the SleepImage Offerings or by clicking a box that states a User agrees to this Agreement (as applicable), Users signify their agreement to the terms and conditions herein and are bound by this Agreement and MyCardio’s Privacy Policy and consent to allow MyCardio to communicate with Users electronically regarding the SleepImage Offerings. If a User does not agree to this Agreement, do not use the SleepImage Offerings.

The SleepImage Offerings may generate or use computerized analysis of physiological data. The analysis (and any report or graphic) acts only as an aid for the Clinician User in determination of a proper diagnosis. It does not replace the Clinician User and does not denote a diagnosis. The functions and capabilities of the SleepImage Offerings are not intended to replace the use of sound, professional judgment by Clinician Users. The SleepImage Offerings are not available for Users under the age of majority. If Users are under the age of 18 or the age of majority in the jurisdiction when accessing or using the SleepImage Offerings, or otherwise unable to be bound by contract, then Users are not authorized to use the SleepImage Offerings.

Full use of the SleepImage Offerings requires compatible Products, Internet access, and certain software, and may require periodic updates; and the SleepImage Offerings may be affected by the performance of these factors. Users agree that

they have carefully read all warnings, recommendations, precautions and user manuals provided by MyCardio related to the SleepImage Offerings or will do so before using the Product to which such warnings, recommendations, precautions and user manuals relate. Users are responsible for the use of the SleepImage Offerings and will only use the SleepImage Offerings based on the intended use, follow instruction from user manuals and follow all privacy policies or rules in accordance with laws and regulations of the USA, and in accordance with laws and regulations of Users' local jurisdiction. The SleepImage Offering is provided as an English only version. Users are responsible for ensuring that all Users of the SleepImage Offerings must understand the information in the language provided, the safety of the Users and Individuals are guaranteed, and Users agree with using the language provided. MyCardio enables Users to get access to information about sleep data for health and wellness and enables Users to share this information via the Online Offering. The Device and Online Offering are FDA-cleared medical devices, which means that it can be available for purchase by Clinician Users only that are licensed healthcare providers. MyCardio requires Users to state that they are licensed healthcare providers. MyCardio is not required to, nor takes any measures to verify the correctness of such statements. Users carry the sole responsibility, including any and all potential legal ramifications of any incorrect statements.

1 PRECAUTIONS

None of the SleepImage Offerings are intended to be a substitute for professional medical advice, diagnosis or treatment. Content found on or through the SleepImage Offerings is for informational purposes only and is not intended to replace the relationship between Individuals and their clinician, physician, other medical provider or users. MyCardio is not a licensed medical care provider and has no expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of sleep on an Individual's medical condition. Individuals should always consult with Clinician Users before making any lifestyle changes based on the results of a SleepImage Study or if Individuals have any questions regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something read on or through the SleepImage Offerings. In a medical emergency always call 911 in the United States of America, it is the User's or Individual's responsibility to know where and how to seek medical emergency assistance if they are located in any other country. If there is discomfort or pain while using the Device, immediately stop using the Device. MyCardio may not be responsible for use of a Device that has been identified to work with the SleepImage Offerings. We are not responsible for any health problems that may result from changes made as a result of the use of the SleepImage Offerings and agree that--as between Users and MyCardio--any changes made are at Users own risk.

A PRODUCT MAY OR MAY NOT INCLUDE A MEDICAL DEVICE, THE USE OF WHICH IS RESTRICTED UNDER LOCAL LAW TO CLINICIAN USERS OR PERSONS ACTING ON THE ORDER OF A CLINICIAN USER. A PRODUCT MAY GENERATE OR USE COMPUTERIZED ANALYSIS OF PHYSIOLOGIC DATA. THE ANALYSIS ACTS ONLY AS AN AID FOR THE CLINICIAN USER IN DETERMINATION OF A PROPER DIAGNOSIS. IT DOES NOT REPLACE THE CLINICIAN USER AND DOES NOT DENOTE A DIAGNOSIS. THE FUNCTIONS AND CAPABILITIES OF THE SLEEPIMAGE OFFERINGS ARE NOT INTENDED TO REPLACE THE USE OF SOUND, PROFESSIONAL JUDGMENT BY CLINICIAN USERS. Except as otherwise provided herein, Users, at their sole expense, shall maintain the Devices in good repair, condition, and functional order, shall not use the SleepImage Offerings unlawfully, and shall not alter any of the SleepImage Offerings without MyCardio's prior written consent.

2 MODIFICATIONS TO THIS AGREEMENT

MyCardio may make changes to the terms and conditions related to the SleepImage Offerings and this Agreement from time to time. A link to the most current Agreement will be available on the Website and we will indicate the date of the "Latest Update" of such terms and conditions. MyCardio may additionally, but is not required to, place a special notice on the Products or communicate significant changes by email. Users continued use of the SleepImage Offerings following the posting of such changes constitutes Users' acceptance thereof. If Users decide not to continue use of the SleepImage Offerings due to a modification of this Agreement or the SleepImage Offerings, Users will notify MyCardio by email at

support@sleepimage.com. Users will continue to be bound by the Terms of Use Agreement and Privacy Policy that were in effect as of the termination date or stop using the SleepImage Offerings.

3 PASSWORD AND REGISTRATION

In order to use the SleepImage Offerings, or certain other materials made available on or via the Website (the “Website Materials”), Users will be required to create a user account. When creating a user account, Users will be required to provide MyCardio with certain personal information and financial information. Users agree to supply accurate information to MyCardio when requested, and to update that information if and when it changes. When registering an account, Users will be required to select a unique username and a password (collectively, the “Login Information”). Users are responsible for maintaining the confidentiality of the Login Information, and Users will be responsible for all uses of the Login Information, whether or not authorized by the User. In the event that Users become aware of or reasonably suspect any breach of security including, without limitation, any loss, theft or unauthorized disclosure of the Login Information, Users agree to immediately notify MyCardio via the “Contact Us” page of the Website or email: support@sleepimage.com. MyCardio cannot and does not assume any responsibility or liability for any information submitted by someone who has accessed a Users’ account in any unauthorized or fraudulent manner, or for any third party's fraudulent use or misuse of information submitted by Users.

4 INTELLECTUAL PROPERTY RIGHTS

We will have access and will need to use data provided by Users (“User Data”). Users hereby grant to MyCardio a perpetual, irrevocable, non-exclusive, worldwide, royalty-free license, with the right to sublicense, to reproduce, distribute, transmit, publicly perform, publicly display, digitally perform, modify, create derivative works of, and otherwise use and commercially exploit any User Data they submit to MyCardio in any media now existing or hereafter developed, including without limitation on websites, in audio format, and in any print media format. So long as MyCardio is in conformance with its Privacy Policy, Users agree not to assert any claim, whether based on tort, contract, or other legal theory, against MyCardio or its sublicensees relating to MyCardio’s or its sublicensees' use of the User Data, and Users hereby release MyCardio and its sublicensees from any such claims. Users represent that the User Data they provide: (a) will not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights; (b) will not violate any law, statute, ordinance or regulation; (c) will not contain any viruses, worms, time bombs or other computer programming code that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; and (d) will not violate any third party's rights of publicity or privacy.

Subject to and conditioned on User’s acceptance of and adherence to this Agreement, MyCardio grants Users a non-exclusive, revocable, limited, personal and nontransferable license to use the Products and the Services for their intended purpose (the “License”). The Software and Online Offering, and any work product created by or on behalf of MyCardio as a result of its performance of the Services shall at all times remain the property of MyCardio, and Users shall have no right, title, or interest therein except as expressly set forth in this Agreement. Users may not reproduce, distribute, modify or create derivative works of, publicly display, or commercially exploit any part of the Online Offering except as necessary to view the content therein (a) for User’s personal, non-commercial use if for Individuals , or (b) for the benefit of Individuals, if you are a Clinician User. All rights in the SleepImage Offerings not expressly granted to Users or Individuals are retained. If Users violate the Agreement, Users permission to use the SleepImage Offering automatically terminates and Users must immediately cease use of all SleepImage Offerings.

MyCardio, SleepImage and other trademarks contained in the SleepImage Offerings are trademarks of MyCardio, its affiliates or third parties. Users may not, and agree not to, remove or alter any trademark, trade name, product name, logo, copyright or other proprietary notice, legend, symbol or label from the SleepImage Offerings. This Agreement does not authorize Users to use MyCardio’s or its licensors’ names or any of their respective trademarks.

Except as otherwise provided herein, Users may not (a) reproduce, make or distribute copies of the Online Offering or any software comprising a part of or accompanying the Products or Services (the “Software”), (b) alter, merge, modify, adapt or translate the SleepImage Offerings, or decompile, reverse engineer or disassemble the SleepImage Offerings, or create derivative works based upon the Software or Website Materials. Users shall not use the SleepImage Offerings to develop any product, service or application having the same primary function as the SleepImage Offerings. Users agree that they shall not use any automated device or process, such as a “bot” or a “spider,” to copy or extract information or content from the Online Offering.

5 PURCHASE OF GOODS

MyCardio offers for sale physical goods (i.e., Devices) and non-physical goods (i.e., Online Offerings) sold as product keys to access, or subscription or membership to, analyzed data that has been uploaded by Users to www.sleepimage.com. MyCardio delivers all Online Offerings via Internet access by Users to the Software through www.sleepimage.com. Purchase of all non-physical goods is subject to Users’ acceptance of the goods AS IS, which are not refundable and are purchased with no warranty. The following defines Users’ purchase of physical goods and warranties offered:

All orders for the purchase of Goods are subject to acceptance by MyCardio. Upon acceptance by MyCardio, Users agree that any orders or purchase for Goods are subject to this Agreement and, for clarity, User’s acceptance or use of any Goods constitutes User’s irrevocable acceptance that the terms and conditions of this Agreement apply to such purchase of Goods. Prices for Goods are at MyCardio’s then-current rates for the Goods at the time of purchase, unless otherwise agreed by MyCardio in writing. Users agree to pay the fees for the SleepImage Offerings ordered by a User, in addition to any taxes, duties, transportation or shipping charges, special packaging or other services necessary for MyCardio or its representatives to provide the Goods. All prices quoted are in U.S. Dollars, unless expressly indicated otherwise.

Users shall remit payment in U.S. Dollars (unless otherwise specified by MyCardio) and by wire transfer, check, credit card or otherwise as agreed between the parties. Late payment is subject to service charges and interest at a rate of the lesser of 1½% per month or the maximum amount allowed by law, whichever is higher. Notwithstanding delivery and the passing of the risk of loss to Users, title in all Goods supplied to Users shall remain in MyCardio until MyCardio has received payment for the entire purchase price and any other sums due in full for the applicable Goods. The provisions of this section shall not entitle Users to refuse or delay payment or to require MyCardio to accept the return of the Goods on the grounds that the title in the Goods remains in MyCardio until receipt of payment. MyCardio shall have no obligation pursuant to deliver any Goods unless and until all necessary authorizations required pursuant to applicable laws have been obtained.

Upon Users’ receipt of Goods, Users agree to immediately inspect the Goods. Unless Users provide MyCardio with written notice of any claim for damaged, defective or insufficient Goods within ten (10) days after receipt of shipment of such Goods, such Goods shall be deemed finally inspected, checked and accepted by Users.

All shipments of Goods to addresses within the United States are offered and procured “FOB – Shipping Point.” Shipment of Goods outside the United States are offered and procured “EXW – Ex Works”. All shipments are F.O.B. the original shipping point. ANY AND ALL CLAIMS FOR LOSS OR DAMAGE TO GOODS IN TRANSIT MUST BE MADE TO THE DELIVERING CARRIER AND NOTED ON THE DELIVERY RECEIPT.

MyCardio warrants any MyCardio sleep recorder Device manufactured [or supplied directly] by MyCardio (an “Original Device”) for 90 days after the purchase date against any defects in material or workmanship. In the event any warranty claim is made within such 90 days, MyCardio or its authorized agents may, at its election, inspect the Original Device subject to the warranty claim or issue shipping instructions for return of such Original Device to MyCardio or its designee. If MyCardio determines that the warranty claim for such Original Device is valid, MyCardio shall, in its sole discretion, replace such Original Device and arrange for such Original Device to be returned to MyCardio at MyCardio’s expense or refund the

fees paid for such Original Device. Such replacement or refund is a User's sole and exclusive remedy, and MyCardio will bear no other expenses or liabilities for a breach of the foregoing warranty. Replacement of an Original Device under the terms of MyCardio's limited warranty does not extend the original limited warranty period (*i.e.* replaced Original Devices are covered by the limited warranty for the remainder of the original warranty period). Users assume and shall bear the entire risk of loss, theft, destruction, or damage of or to any part of an Original Device to Users from any cause whatsoever ("loss or damage"), and no loss or damage shall release Users of their obligations under this Agreement. The foregoing notwithstanding, MyCardio makes no warranty and shall have no liability under this Agreement or otherwise for damages, errors or the like to any Original Device caused by accident, abuse or misuse; variations or problems with electrical power; natural disaster; servicing not authorized by MyCardio; handling, storage, operation, use or maintenance in a manner or environment not conforming to or not in accordance with the applicable specifications, product literature or other instructions or specifications provided by MyCardio (whether via the Website or elsewhere); problems caused by third party software; or problems resulting from hardware parts or components for the Original Device not supplied by MyCardio. Note that a battery arm that becomes bent or broken on the Original Device while a user removes or inserts batteries is not considered a defect in material or workmanship.

In no event does the warranty in the preceding paragraph apply to any MyCardio sleep recorder Device manufactured or supplied by a person or entity other than MyCardio (a "Third Party Device"). MyCardio makes no representation or warranty regarding any Third Party Device, and all such Third Party Devices are provided "AS IS" and "WITH ALL FAULTS." To the extent that any warranties for Third Party Devices are provided to MyCardio, MyCardio shall use commercially reasonable efforts to pass such warranties through to the User, to the extent that MyCardio is able to do so.

WITHOUT LIMITATION TO THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SLEEPIMAGE OFFERINGS ARE PROVIDED "**AS IS**" AND "**WITH ALL FAULTS**," AND MYCARDIO DOES NOT WARRANT THE FITNESS, MERCHANTABILITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, OR PERFORMANCE OF THE SLEEPIMAGE OFFERINGS, AND DOES NOT WARRANT THAT THE SLEEPIMAGE OFFERINGS WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SLEEPIMAGE OFFERINGS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT AS SPECIFICALLY SET FORTH HEREIN AND TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, MYCARDIO EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE AND NON INFRINGEMENT AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE.

6 PRODUCT SUPPORT

MyCardio shall use reasonable efforts to provide technical support for each Product (unless and until MyCardio is no longer offering such Product for sale or license). Technical support may be provided via the Internet, telephone or any other method and at times as determined by MyCardio in its sole and absolute discretion. If Users need Product support, contact MyCardio via the "Contact Us" page, or via email at support@sleepimage.com. Response times may vary.

MyCardio reserves the right to make changes to, or to suspend or discontinue (temporarily or permanently), the SleepImage Offerings. Users agree that we will not be liable to Users or to any third party for any such change, suspension or discontinuance.

7 LIMITATION OF LIABILITY

IN NO EVENT WILL USERS BE ENTITLED TO, AND MYCARDIO, ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, SUBSIDIARIES, REPRESENTATIVES, AGENTS, LICENSORS, AND AFFILIATES WILL NOT BE LIABLE FOR, ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SLEEPIMAGE OFFERINGS, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, COMPUTER FAILURE OR MALFUNCTION, LOSS OF CUSTOMERS, INTERRUPTIONS OF SERVICE INCLUDING,

WITHOUT LIMITATION, ISP DISRUPTIONS, SOFTWARE OR HARDWARE FAILURES OR ANY OTHER EVENT WHICH MAY RESULT IN A LOSS OF DATA OR DISRUPTION OF SERVICE, EVEN IF MYCARDIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, USERS AGREE THAT THEY WILL NOT BRING A CAUSE OF ACTION RELATING TO THE SLEEPIMAGE OFFERINGS OR THIS AGREEMENT AGAINST MYCARDIO'S MEMBERS, MANAGERS, OFFICERS OR EMPLOYEES IN THEIR PERSONAL CAPACITY. USERS RECOVERY FROM MYCARDIO FOR ANY CLAIM OR SET OF CLAIMS SHALL NOT EXCEED IN THE AGGREGATE THE TOTAL FEES PAID BY USERS TO MYCARDIO FOR THE PRODUCT OR SERVICE GIVING RISE TO SUCH CLAIM, IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SUCH LIMITATION SHALL APPLY TO USERS TO THE MAXIMUM EXTENT ALLOWED UNDER SUCH JURISDICTIONS.

8 INDEMNITY

Upon MyCardio's request, Users agree to indemnify and hold harmless MyCardio and its members, managers, officers, employees, subsidiaries, representatives, agents, licensors, and affiliates from and against, for and in respect of, any claim, loss, damage, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of their use of the SleepImage Offerings, breach of this Agreement by Users (or anyone using Login Information received other than as a result of MyCardio's negligence or willful misconduct) or violation of any law or the rights of a third party by Users (or anyone using Login Information received other than as a result of MyCardio's negligence or willful misconduct).

9 FORCE MAJEURE

MyCardio shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of MyCardio including, without limitation, acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

10 PRIVACY POLICY

MyCardio has established a Privacy Policy that describes how MyCardio collects and uses various types of information. Users may review the Privacy Policy at www.SleepImage.com. By agreeing to this Agreement, Users consent to the privacy practices detailed in the Privacy Policy, which may be modified from time to time as set out in the Privacy Policy. To the extent Users are covered by laws requiring their consent for data transfer to the United States, Users agree that their data may be transferred to the United States and collected and used in accordance with the Privacy Policy.

In the case Users are a health care provider or other covered entity within the meaning of the HIPAA Privacy Rule and use a SleepImage Offering in connection with individually identifiable personal health information, Users agree to have a HIPAA Privacy Rule compliant Notice of Privacy Practices Concerning Personal Health Information or similar document consistent with, and at least as restrictive as, MyCardio's notice of Privacy Practices Concerning Personal Health Information available at www.SleepImage.com.

11 THIRD PARTY CONTENT

The Website sometimes shows links or provides access to other websites and resources. MyCardio does not control such sites and resources. MyCardio is not responsible for their availability, and MyCardio does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. In addition, MyCardio shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use or purchase of, or reliance on, any such content, goods or services available on or through any such site or resource.

12 EXPORT

The SleepImage Offerings and all related technical data are subject to U.S. export control laws ("[Export Control Laws](#)"). The SleepImage Offerings may not be exported into (or to a national or resident of) any country to which the U.S. has embargoed

goods, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. Users represent and warrant that they are not located in, under the control of, or a national or resident of any such country or on any such list. As part of the express consideration hereunder, Users warrant, represent and covenant that (a) Users shall not export, re-export or otherwise use the SleepImage Offerings or otherwise transfer, directly or indirectly, the Goods in violation of Export Control Laws or any other applicable law, and (b) shall be responsible for obtaining any necessary U.S. government authorization required to ensure compliance with Export Control Laws. Users may contact the U.S. Department of Commerce, State and Treasury for guidance as to the applicable licensing requirements and other restrictions.

13 TERM AND TERMINATION

MyCardio may terminate the License, User's right to access the Online Offerings, and User's license to the Software at any time and for any or no reason, whether Users violate this Agreement or not. Users further understand and agree that MyCardio, at its sole discretion, may terminate, remove or alter the SleepImage Offerings at any time and for any reason or no reason.

Users may cancel their License to any or all of the Products or Services at any time, by notifying MyCardio Customer by email at support@sleepimage.com, and such cancellation shall be effective 30 days thereafter. Regardless of the reason for termination, Users will continue to be bound by the Terms of Use Agreement and Privacy Policy that were in effect as of the date of termination.

IN THE EVENT OF TERMINATION OR CANCELLATION, MYCARDIO DOES NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL MONTHLY OR ANNUAL PAYMENTS OR FOR ANY UNUSED PARTS OF PRE-PAYED GOODS PURCHASED TO ACCESS OR USE THE SLEEPIMAGE OFFERINGS.

14 ASSIGNMENT

Without MyCardio's prior written consent, Users shall not assign, transfer, pledge, or otherwise transfer this Agreement. If Users are a Clinician User, they will only transfer the Products, or any interest therein, or sublet or lend the Products or permit them to be used by Individuals whom they oversee their use thereof. MyCardio may assign or novate this Agreement or delegate and/or subcontract its duties, in whole or part, without notice to Users and Individuals. Any attempted assignment contrary to this Agreement shall be void.

15 GOVERNING LAW & DISPUTE RESOLUTION

This Agreement and any dispute or claim arising out of or related to the Agreement, its formation or subject matter, or the SleepImage Offerings (in each case, including without limitation, non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to any choice or conflict of law provision or rule.

If Users or Individuals bring or institute any legal suit, action, or proceeding arising out of or related to these Agreement, its formation or subject matter, or the SleepImage Offerings (in each case, including without limitation, non-contractual disputes or claims) Users and Individuals agree to do so exclusively in the federal or state courts located in Denver, Colorado USA, and Users and Individuals further agree that such courts shall have *in personam* jurisdiction and venue with respect to Users and Individuals, and Users and Individuals hereby submit to the *in personam* jurisdiction and venue of such courts and waives any objection. Users and Individuals agree to waive any and all objections to the exercise of jurisdiction over Users by such courts and to venue in such courts. **USERS AND INDIVIDUALS HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, CLAIM OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

16 WAIVERS

The failure of MyCardio at any time or times to enforce any provisions of this Agreement or to require Users performance of any provisions hereof shall in no way be construed to be a waiver of this Agreement or the right of MyCardio thereafter to enforce each and every provision in accordance with the terms of this Agreement.

17 ENTIRE AGREEMENT

This Agreement and the documents referenced herein contain the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written, between the parties with respect to such subject matter.

18 SEVERABILITY

If any provision(s) of the Agreement is found by a court of competent jurisdiction to be contrary to law, then such provision(s) will be construed, as nearly as possible and to the maximum extent permissible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

19 CUSTOMER SERVICE

All questions concerning this Agreement shall be directed to:

MyCardio Customer Service

3513 Brighton Blvd, Suite 530

Denver, CO 80216, USA

Email: support@sleepimage.com

SleepImage® is a registered trademark of MyCardio LLC.