

WEAR SENSOR AND APP CONSENT FORM

Patient Name: _____

Athena ID: _____

Date: _____

The OPSB™ Sensor System is intended to collect and transmit temperature data to aid patients and Health Care Provider (HCP) in their monitoring of a patient's compliance with their HCP's recommended brace wear times and pattern. The system consists of the OPSB™ Sensor, software app (installable on Android and iOS phones), and third-party cloud portal. The OPSB Sensor is a wireless accessory used to measure, collect, and transmit temperature and time data of the Sensor. The OPSB sensor communicates, via Bluetooth, to an OPSB App available for Android and iOS platforms.

Each OPSB Sensor has a unique QR code that allows secure synchronization to a corresponding smart phone containing the downloaded OPSB™ App. Synchronized data is automatically uploaded and stored to a cloud platform for analysis and display on the corresponding smart phone as a visual reward using stars and trophies for reaching wear goals. The cloud platform also allows authorized members of the patient's HCP team, via a secure log in, to remotely monitor the patient's wear times and patterns.

The OPSB Sensor System provides helpful information regarding compliance with a HCP's recommended brace wear time and pattern. However, the OPSB Sensor System has specific indications for use (conditions or reasons for using), contraindications (clinical situations where the risk of use outweigh the benefits), precautions and warnings listed in the Instructions for Use that must be communicated by and discussed with your HCP prior to use. Use of the OPSB Sensor System is for informational purposes only and a voluntary choice for the patient in consult with their HCP.

User data available through the OPSB Sensor System can include user credentials, name, contact information, date of birth, brace type, temperature and wear times. Boston O&P will keep confidential any patient identifying information that comes into its possession. Boston O&P may share and utilize limited data with clinical partners of Boston O&P in research and in reporting outcome data to objectively review the impact of brace monitoring. Boston O&P's Privacy Policy is available: <https://www.bostonoandp.com/privacy-policy/>.

By signing below and using the OPSB Sensor System, you agree that you have read and understand this Consent Form Consent and the Application End User License Agreement and Release of the backside of this form.

_____ I consent and understand that the Wear Sensor will be installed in my brace and that patient data will be collected, stored and shared as described herein.

_____ I wish not to have the Wear Sensor installed in my brace.

Signed: _____ Date: _____

Name: _____

Guardian Signature on behalf of themselves and the Patient if patient is under 18 years old.

WEAR SENSOR AND APPLICATION END USER LICENSE AGREEMENT AND RELEASE

When you select, download or use the OrthoPediatrics Specialty Bracing (OPSB) Sensor System, including the OPSB Sensor, OPSB software app and/or third-party cloud portal made available by Boston Brace International, Inc. dba Boston Orthotics ("Boston O&P"), you are agreeing that you have read and agreed to be bound by this legal agreement and release on behalf of yourself and the patient if you are the legal guardian of the patient. **The OPSB Sensor System, and any related services provided, is voluntary and offered for general informational purposes only. If you do not agree to these terms, do not select, download or use the OPSB Sensor System.**

- 1. License Grant.** Boston O&P is granting you a non-exclusive, non-transferable limited license to access and use the OPSB Sensor System for personal, non-commercial purposes in accordance with this Agreement.
- 2. Restrictions.** You agree not to (a) Modify, reverse engineer or disassemble the OPSB Sensor System; (b) Rent, sell, redistribute or sublicense the OPSB Sensor System; (c) Copy, reproduce, distribute or create derivative works of the OPSB Sensor System; (d) Use the OPSB Sensor System for illegal or unauthorized purposes; (e) Remove, alter or obscure any proprietary notices; (f) claim any intellectual property rights in the OPSB Sensor System or data therein; or (g) Use the OPSB Sensor System to disrupt, interfere with or overburden any network, system, or resource connected to or providing services for the OPSB Sensor System.
- 3. Service Use.** By using the OPSB Sensor System and services contained therein, you agree to: (a) Comply with all applicable laws and regulations; (b) Use the services in a manner consistent with any instructions or guidelines provided by the Boston O&P; and (c) Be responsible for any activity that occurs under your account.
- 4. Ownership.** The OPSB Sensor System is licensed, not sold. Boston O&P retains all rights, title and interest in and to the OPSB Sensor System, including all intellectual property rights.
- 5. Privacy.** Your use of the OPSB Sensor System is also governed by our Boston O&P's Privacy Policy available at <https://www.bostonoandp.com/privacy-policy/>, which is incorporated into this Agreement. By using the App, you agree to the collection, use and sharing of your information as described in our Privacy Policy.
- 6. Updates.** Boston O&P may provide updates, upgrades or new versions of the OPSB Sensor System from time to time. Such updates may be provided automatically or require you to install. This Agreement applies to all updates, upgrades or versions of OPSB Sensor System unless accompanied by a separate license agreement.
- 7. Termination.** The License Grant is effective until terminated by either party. You may terminate the License Grant at any time by and ceasing use of the OPSB Sensor System and uninstalling the OPSB Sensor App. Boston O&P may terminate this Agreement at any time without notice. Upon termination, you must cease all use of the OPSB Sensor System and uninstall the OPSB Sensor App.
- 8. Disclaimer of Warranties.** Boston O&P and each third-party supplier or contractor do not guarantee or warrant that the OPSB Sensor System will meet any requirements or needs or operate uninterrupted or error free. The OPSB Sensor System is provided on an "as is", "as available" basis. Boston O&P expressly disclaims all warranties, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 9. Assumption of Risk.** Boston O&P and each third-party supplier or contractor do not guarantee or warrant that any defects or errors in the OPSB Sensor System will be corrected. The internet is insecure at times and data breaches and cybersecurity attacks can occur. Boston O&P does not guarantee or warrant that any data on the OPSB Sensor System will be free from inadvertent disclosure, damage, corruption or loss. It is your responsibility to maintain appropriate alternate backup of your data.
- 10. Release of Liability.** You agree that you are solely responsible for the security, accuracy and privacy of the related data available through the OPSB Sensor System. You release and agree to indemnify and hold harmless Boston O&P, its parent company OrthoPediatrics Corp., their successors, assignees and affiliates, and all officers, employees, representatives, agents and third-party suppliers or contractors of those companies from any liability or loss related to your use of the OPSB Sensor System.