

**Website Terms of Use
for St. Jude Medical Merlin.net™ Patient Care Network**

1. TERMS OF WEBSITE USE

This page, together with the documents referred to on it ("Terms of Use"), set out the terms covering your use of our website www.merlin.net ("our site" or "Merlin.net™ PCN"), whether as a visitor or a registered user. "Registered user" includes only those medical providers (and their duly authorized representatives and agents) who have entered into a separate written agreement with us for use of the Merlin.net™ Patient Care System or for use of the CardioMEMS™ HF System (collectively, the "System"). All other use or access to our site is expressly prohibited. Please read these Terms of Use carefully before you start to use our site. These Terms of Use, on its own, shall not entitle you to any use of the System until you or the clinic (as appropriate) have entered into the Patient Care Network Agreement for use of either System and you are a registered user under that agreement. You agree to abide by such other terms, and conditions governing the use of the System. If there is a conflict between this Terms of Use and the terms governing use of the System, the latter terms shall control with respect to your use of the System.

2. INFORMATION ABOUT US

Merlin.net™ PCN is a site operated by Pacesetter, Inc., a St. Jude Medical Company ("We", "us" or "our"). We are registered in the State of Delaware, United States, under company number 2400854, and have our registered office at 15900 Valley View Court, Sylmar, California 91342-3577, USA. Merlin.net™ PCN is operated from the United States of America.

3. ACCEPTANCE OF TERMS OF USE

By accessing and using our site you agree to follow and be bound by these Terms of Use. You acknowledge that you have read and understood these Terms of Use. These Terms of Use and the information provided cover all users of our site regardless of their geographic location. We reserve the right to change these Terms of Use at any time at our discretion and without prior notice. Users of our site are expected to regularly check these Terms of Use for changes as they are binding on you. We encourage you to review these Terms of Use every time you use our site. Your use of our site following any such change constitutes your agreement to follow and be bound by the most recent version of these Terms of Use.

These Terms of Use and your right to use our site will take effect at the moment you click "I ACCEPT" or you install, access, or use our site and is effective until terminated as set forth below. We reserve the right at any time and on reasonable grounds, which shall include, without limitation, any reasonable belief of fraudulent or unlawful activity or actions or omissions that violate any term or condition of these Terms of Use, to deny your access to our site or to any portion thereof in order to protect our name and goodwill, our business, and/or other users, and these Terms of Use will also terminate immediately if you fail to comply with these Terms of Use, subject to the survival rights of certain provisions identified below. Termination will be effective without notice.

4. ACCESSING OUR SITE

We restrict access to clinical parts of our site to registered users. If you choose, or you are provided with a user ID, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user ID at any time, if in our opinion, you have failed to comply with any of the provisions of these Terms of Use. When using our site you must also comply with the provisions set out in the "Acceptable Use" section below.

5. CONTENT

Unless otherwise stated, our site is for information only. Where required by law, registered users must not enroll any patients onto Merlin.net™ PCN without having first obtained their informed, voluntary and explicit consent. Health information content appearing on Merlin.net™ PCN is based on information provided by health care practitioners and medical device-related data transmissions from patients. Health information content appearing on Merlin.net™ PCN, is not intended as, and shall not be received or construed as patient-specific advice or a substitute for patient-specific advice. Any of the health information content on Merlin.net™ PCN may be out of date at any given time, and we are under no obligation to update such content since it is based on information provided by health care practitioners and medical device-related data transmissions from patients.

YOU ACKNOWLEDGE THAT WE ARE NOT A HEALTHCARE PROVIDER AND DO NOT PROVIDE MEDICAL ADVICE TO PATIENTS AND YOU ACKNOWLEDGE THAT THE HEALTH INFORMATION CONTENT ON OUR SITE IS NOT INTENDED NOR RECOMMENDED AS A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, IS FOR GENERAL INFORMATION ONLY, AND IS DESIGNED TO SUPPORT, NOT REPLACE, THE RELATIONSHIP THAT EXISTS BETWEEN HEALTH CARE PRACTITIONERS AND THEIR PATIENTS.

WE AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND RELATED COMPANIES ASSUME NO RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THE CONTENT, INCLUDING HEALTH INFORMATION CONTENT, POSTED ON OUR SITE OR FOR THE ACCURACY, TRUTHFULNESS OR CONTENT, INCLUDING HEALTH INFORMATION CONTENT, OF OUR SITE AND NO RELIANCE BY A VISITOR TO OUR SITE SHOULD BE PLACED ON SUCH CONTENT FOUND ON OUR SITE OR BY ANYONE WHO MAY BE INFORMED OF ITS CONTENTS.

6. COPYRIGHT AND TRADEMARKS

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St. Jude Medical is the owner or the licensee of all intellectual property rights in our site, including the content. Our site content, including for example all page headers, images, illustrations, graphics, audio clips, and text, is protected by U.S. and foreign copyright and trademark laws and/or other intellectual property rights. Our site is intended for the exclusive use and support of certain St. Jude Medical products. The publication, dissemination, distribution, copying and/or misuse of the information contained on our site by you for any purpose other than the normal and necessary use of the benefits of the Merlin.net™ PCN is strictly prohibited. You may print off or download extracts of page(s) from our site for your use in patient care or for insertion into a patient's electronic health records only. If you print off, copy or download any part of our site in breach of these Terms of Use, we reserve the right to immediately cease your permission to use our site, and you must destroy any unauthorised copies of materials you may have made. Use of the content or trademarks on our site in a manner that is inconsistent with these Terms of Use may violate copyright, trademark, and other laws, and we reserve the right to automatically revoke your permission to use our site. All rights not expressly granted herein are reserved to St. Jude Medical and its licensors.

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7. REGISTERED USER SUBMISSIONS

If you transmit any ideas, information, concepts, know-how or techniques or materials to us (other than health information content) through our site or otherwise, your submissions shall become the exclusive property of St. Jude Medical and can be used by St. Jude Medical for any purpose without compensation to you.

You also agree that immediately upon the creation by or on behalf of St. Jude Medical of any derivative works from, modifications, edits or other changes to the materials you submit to us (the "Modified Content"), the Modified Content will become the sole and exclusive property of St. Jude Medical and that St. Jude Medical will own the entire right, title and interest in and to the Modified Content, including the right to secure copyright registration for the Modified Content and to otherwise use the Modified Content for any purpose as determined by St. Jude Medical in our sole discretion. You hereby grant, assign, transfer and convey any and all right, title or interest you have or may be deemed to have in and to the Modified Content to St. Jude Medical.

8. OUR LIABILITY

WE MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF OUR SITE FOR ANY PURPOSE. MERLIN.NET™ PCN IS PROVIDED "AS IS" WITHOUT ANY GUARANTEES, CONDITIONS, OR REPRESENTATIONS OR WARRANTIES AS TO ITS ACCURACY. TO THE EXTENT PERMITTED BY LAW, WE AND OTHER MEMBERS OF OUR GROUP OF COMPANIES, INCLUDING ST. JUDE MEDICAL, LLC, EXPRESSLY EXCLUDE AND DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WE, OR OTHER MEMBERS OF OUR GROUP OF COMPANIES, INCLUDING ST. JUDE MEDICAL, LLC, BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM USE, LOSS OF USE OF DATA, LOSS CAUSED BY A COMPUTER OR ELECTRONIC VIRUS, LOSS OF INCOME OR PROFIT, LOSS OF REPUTATION, LOSS OF OR DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES OR OTHER LOSSES OF ANY KIND OR CHARACTER, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORT (OR DELICT) OR ANY OTHER LEGAL ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF OUR SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES, EXCEPT AS OTHERWISE EXPRESSLY SET OUT IN ANY APPLICABLE AND DULY EXECUTED TERMS AND CONDITIONS BETWEEN US AND OUR CUSTOMERS GOVERNING THE USE OF MERLIN.NET™ PCN. THIS LIMITATION OF LIABILITY APPLIES TO, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY DISABLING DEVICE OR VIRUS THAT MAY INFECT YOUR EQUIPMENT, FAILURE OF MECHANICAL OR ELECTRICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS (FOR EXAMPLE, YOU CANNOT ACCESS YOUR INTERNET SERVICE PROVIDER), UNAUTHORIZED ACCESS OR OPERATOR ERRORS. NOTHING IN THESE TERMS OF USE SHALL EXCLUDE OR LIMIT OUR LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

9. USE OF E-MAIL SUBSCRIPTION INFORMATION

Informational content provided by registered users of Merlin.net™ Patient Care System or CardioMEMS™ HF System may be used to personalize and target content of the e-mails or SMS you receive from us that are used to improve our service to you as a registered user. Visitors and/or registered users of our site will not receive any marketing solicitation from us as a result of visiting our site nor will we sell or use the information other than in conjunction with the services provided via Merlin.net™ PCN.

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10. PRIVACY, SECURITY AND USE OF COOKIES

Please review our Privacy Policy, which also governs access to our site to understand our practices.

Communication between our site and user accounts is encrypted using secured socket layer (SSL) technology. Our security software is the industry standard and among the best software available for secure transactions.

We collect information about users of our site through temporary cookies. Cookies are small, alphanumeric identifiers that are transferred to a computer's hard drive through the user's web browser, which enables our systems to recognize the browser and provide personalized features. For detailed information on our use of cookies and how to disable cookies, please click on the link to our Privacy Policy above.

11. SIGNING ON TO OUR SITE

Registered users of our site are provided with unique User IDs and must choose a password of their choice to sign on to our site. Registered users must provide personal contact information and you must ensure that your information is kept up to date at all times. User IDs and passwords constitute an electronic signature and will be used by us to authenticate access to our site. If a user opts to sign onto Merlin.net™ PCN, the user will be able to take advantage of the non-public sections of our site. If a user opts not to sign onto our site, their access to our site will be restricted to the public sections of our site only. If you no longer wish to be a registered user of our site or if a patient no longer wishes to participate in Merlin.net™ PCN, you must inform us immediately at sycustomerservice@sjm.com.

12. PROTECT YOUR PASSWORD

Users are responsible for safeguarding their password, including the responsibility to not improperly disclose or allow the disclosure of their password to unauthorized persons. If you suspect that your password has been compromised, you must immediately change the affected password and notify us immediately.

13. ACCESS AND INTERFERENCE

You agree that you will not directly or indirectly use or direct any robot, spider or other automatic device, process or means to access our site. Nor shall you use or direct any manual process to monitor or copy, alter, modify or merge our site or the content contained thereon for any unauthorized purpose without our prior express written permission. You agree that you will not directly or indirectly use or direct any device, software or routine that interferes with the proper working of our site nor shall you directly or indirectly attempt to interfere with the proper working of our site.

14. ACCEPTABLE USE OF OUR SITE

You may only use our site as set out in these Terms of Use. Any illegal or unauthorized use of our site shall constitute a violation of these Terms of Use. You do not have permission to access our site in any way that violates these Terms of Use or breaches any applicable law. You may not: (a) use our site to harm or attempt to harm any person, including minors; (b) use our site to transmit advertising or other unsolicited promotional materials; (c) frame or link to our site, unless expressly authorized by us in writing; (d) use our site in an unlawful manner or otherwise violate any law, statute, ordinance or regulation; (e) attempt to use, resell, redistribute, broadcast or transfer the health information content or use the health information content derived from our site in a searchable, machine-readable database, except as otherwise authorized or used in a patient's electronic medical record; (f) use our site to collect personal information about users of our site in violation of our Privacy Policy or

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otherwise; (g) take any action that may contain any viruses, Trojan horses, worms, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; or (h) use any "deep link", "page scrape," robot, spider or other automated process or methodology on our site or in any way seek to reproduce or circumvent the navigational structure or presentation of our site to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through our site; (i) probe, scan, or test the vulnerability of our site or any network connected to our site, nor breach the security or authentication measures on our site or any network connected to our site; (j) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of our site or our systems or networks or any systems or networks connected to our site, (k) use any device, software, or routine to interfere with the proper working of our site or with any other person's use of our site; or (l) use our site in any manner that could damage, disparage, or otherwise negatively impact us.

15. SUSPECTED VIOLATION OF THESE TERMS OF USE OR LAW; INJUNCTIVE OR EQUITABLE RELIEF

Violations of these Terms of Use, including violation of above Section 14 (Acceptable Use of Our Site), may be investigated and appropriate legal action may be taken, including civil, criminal or equitable relief. You understand and agree that in our sole discretion, and without prior notice, we may terminate your access to our site, remove any unauthorized user content or exercise any other remedy available, if we believe that your conduct or the conduct of any person with whom we believe you act in concert with, or the user content you provide, violates or is inconsistent with these Terms of Use or applicable law or violates our, our affiliates' rights or the rights of another user of our site. You agree that monetary damages may not provide us with a sufficient remedy for violations of these Terms of Use and you consent to injunctive or other equitable relief for such violations. A printed version of these Terms of Use and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Please contact us if you wish to receive a printed copy of these Terms of Use.

16. MISCELLANEOUS

The parties agree that these Terms of Use are for the benefit of the parties hereto as well as our affiliated companies. Accordingly, these Terms of Use are personal to you, and you may not assign your rights or obligations to any other person or entity without our prior written consent.

Our failure to insist on strict performance of any of the terms and conditions of these Terms of Use will not operate as a waiver by us of that or any subsequent default or failure of performance.

If any provision (or part thereof) contained in these Terms of Use is determined to be void, invalid, or otherwise unenforceable by a court of competent jurisdiction or on account of a conflict with an applicable government regulation, such determination shall not affect the remaining provisions (or parts thereof) contained herein and the illegal, invalid, or unenforceable clause shall be modified in compliance with applicable law in a manner that most closely matches the intent of the original language.

No joint venture, partnership, employment, or agency relationship exists between you and us as result of these Terms of Use or your utilization of our site. Headings herein are for convenience only.

These Terms of Use, along with our Privacy Policy and related agreement with respect to use of the System, represents the entire agreement between you and us with respect to use of our site, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and us with respect to our site.

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The governing law and jurisdiction for these Terms of Use shall be construed in accordance with the applicable Patient Care Network Agreement for your country of operation.

The provisions of Section 6 (Copyright and Trademarks), 7 (Registered User Submissions), 8 (Our Liability) and 15 (Suspected Violation of these Terms of Use or Law; Injunctive Relief or Equitable Relief) and this Section 16 (Miscellaneous) shall survive the termination of these Terms of Use for any reason.

17. CONTACT INFORMATION

If you have any questions regarding these Terms of Use of Merlin.net™ PCN, please contact us at sycustomerservice@sjm.com.