

**PLEASE CAREFULLY REVIEW THESE INSTRUCTIONS AND PROGRAM SETUP OPTIONS BEFORE ENTERING INTO THIS FAMILY LAW MONITORING PROGRAM AGREEMENT****Involved Parties**

"Involved Parties" consist of a Monitored Client, a Concerned Party and in some instances, Contacts. Involved Parties receive email and/or text message notifications related to testing and monitoring activity ("Alerts").

The "Monitored Client" is the person who is required to submit tests using the Soberlink Device.

The "Concerned Party" is the primary person or entity associated with the monitoring program that is the subject of this Family Law Monitoring Program Agreement (the "Monitoring Program"). In family law proceedings, this is often the spouse or related party of the Monitored Client (or an Involved Party's legal representative). The Concerned Party is required to be notified of testing activity and may request and receive electronic copies of testing reports and other materials.

The "Contacts"<sup>1</sup> include persons and entities other than the Concerned Party who may be authorized to receive Alerts and reports of testing activity. They may also request and receive electronic copies of testing reports and other materials.

**BAC Levels**

It is important for all Involved Parties to understand the subtle differences between BAC levels so that proper decisions can be made in the event of a positive test. BAC levels can appear similar, but the level of severity is often different. For example, a .009 is a low BAC level and typically will not impair an adult. However, a .09 is a high BAC level and is above the legal limit to operate a vehicle in most jurisdictions.

Some parties allow small amounts of alcohol consumption, and if this is the case, the BAC Threshold can be set at a level that is higher than zero tolerance. By raising the BAC threshold, small amounts of alcohol consumption will not trigger a retest.

**Coverage Required**

Soberlink offers two testing devices to choose from—the Soberlink Cellular Device and the Soberlink Bluetooth Device (collectively, the "Soberlink Device(s)").

The Soberlink Cellular Device uses a cellular network to wirelessly transmit test results. If the Monitored Client is using the Soberlink Cellular Device, adequate cellular coverage is required to submit a test.

The Soberlink Bluetooth Device must connect to an iPhone or iPad to wirelessly transmit test results. The Soberlink Bluetooth Device works well for those who frequently have poor cellular coverage or who travel/live outside of the U.S.

**Storing**

"Storing" is a feature of the Soberlink Cellular Device that allows tests to be stored when cellular coverage is not available. Storing is disabled by default because it eliminates the real-time nature of the Soberlink System. To enable Storing, the Monitored Client and Concerned Party must agree in writing that they understand real-time notifications will be affected. Contact Soberlink at [support@soberlink.com](mailto:support@soberlink.com) or (714) 975-7200 to enable Storing.

**Managing Expectations**

Soberlink was created for convenient and discreet alcohol monitoring. Soberlink is designed to detect if the Monitored Client has alcohol in his or her system at the time of testing. However, it is not designed to detect alcohol after it has completely dissipated from the Monitored Client's system (dissipation rates vary from person-to-person). Depending on the test schedule and time frame, small amounts of alcohol may completely dissipate before the next scheduled test, thus going undetected.

**Non-Compliance**

The following are non-exhaustive examples of events that may be viewed as non-compliance:

- Positive test result followed by a positive retest
- Missing a scheduled test or retest
- Covering the camera when taking a test
- Having anyone other than the Monitored Client blow into the Soberlink Device
- Tampering with the Soberlink Device or test results

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<sup>1</sup> Contacts may only be added in the Plus and Premium Family Law Plans.

The Involved Parties may request that Soberlink review one or more related series of positive tests to evaluate whether the events are indicative of alcohol consumption. Upon such request, Soberlink will prepare a written evaluation ("Evaluation") and send the Evaluation to all of the Involved Parties. The Involved Party requesting the Evaluation will be responsible for paying for the Evaluation unless otherwise agreed by the subject Involved Party(ies).

**Test Confirmation**

Retesting helps determine whether the source of alcohol was due to consumption or incidental exposure (e.g., mouthwash). If alcohol is detected during a test, the Soberlink Device will prompt the Monitored Client to retest in 15 minutes. In addition, an automated text message will be sent to the Monitored Client informing the Monitored Client that a retest is required. The Monitored Client will be asked to retest every 15 minutes until a compliant test has been submitted, or until 6 additional retests have been provided by the Monitored Client.

The Monitored Client must wait 20 minutes after eating, drinking, smoking, brushing their teeth or having anything in their mouth before submitting a test. In addition, it is recommended that the Monitored Client rinse their mouth out with water prior to submitting every test.

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SAMPLE

**PROGRAM SETUP**

**ATTENTION** – Please carefully review this Agreement and make sure that you understand the Family Law Monitoring Program and your rights and obligations before entering into this Agreement. Should you have any questions about the Family Law Monitoring Program and this Agreement, please contact Soberlink before entering into this Agreement. Please note that any modifications, amendments or changes to this Agreement may require the consent of the Monitored Client and Concerned Party.

 **LEVEL 1 – Parenting Time Only**

- Limited to 20 testing days per month with test times determined by the Monitored Client and Concerned Party. Soberlink will not determine or schedule tests for Level 1 monitoring
- Soberlink will not prompt the Monitored Client to submit tests. It is the Monitored Client's responsibility to submit tests at the agreed-upon times during parenting time. For guidance on Parenting Time Only testing please refer to the Level 1 Testing Protocol found at [Soberlink.com/support/helpful-documents](http://Soberlink.com/support/helpful-documents)

**LEVEL 2 – Daily Testing**

- 7 days per week of testing with a 2 hour and 15-minute test window for each scheduled test (e.g., if a test is scheduled at 2 p.m. the Monitored Client will have from 1:45 pm until 4:00 p.m. to submit the test
- Monitored Client is prompted by the Soberlink System to submit tests; if the Monitored Client does not submit a test within the allotted time, a Missed test will be documented
- The first test of the day will be at \_\_\_\_\_: 00AM and the last test of the day will be at \_\_\_\_\_: 00PM
- Total number of scheduled tests per day (Choose One)  
2 tests      3 tests      4 tests

**Note:** Best practices suggest that the Monitored Client submit the first test of the day shortly after waking and the last test of the day prior to preparing to sleep (before brushing teeth). If the Monitored Client and Concerned Party agree that more than 2 tests per day are to be submitted, the additional test times will be scheduled by Soberlink.

**HOW TESTING ACTIVITY IS REPORTED TO CONTACTS**

- Basic** – Emailed daily Reports of the previous day's testing (No real-time Alerts)  
Level 1 = \$99 per month; Level 2 = \$149 per month
- Plus** – Emailed test results in real-time  
Level 1 = \$149 per month; Level 2 = \$199 per month
- Premium** – Texted and emailed test results in real-time  
Level 1 = \$199 per month; Level 2 = \$249 per month

**WHICH PARTY IS RESPONSIBLE FOR PAYING THE MONTHLY FEE? Monitored Client**

**Note:** If a Soberlink Device was purchased under a Minimum Term Contract, the party who purchased the Soberlink Device and executed the Minimum Term Contract will be responsible for any early termination fees.

**Real Time Alert Settings:** (Plus & Premium Plans Only)

All – Involved Party will receive a notification every time a test is submitted

Non-Compliance Only – Involved Party will only receive notification if alcohol is detected, if a scheduled test is Missed or if the identity is Declined

None – Involved Party will not receive any alerts in real time. Contact will only receive Summary Email Reports

**Involved Parties****Monitored Client**

First Name: Jordan      Last Name: Reynolds      Mobile #: 818-555-0108      Time Zone: Pacific Standard Time (-8:00)  
Email: jreynolds@grr.la      Birthdate: 11/27/81      Gender: Male      State: CA California  
Summary Email Report:  Daily  Weekly  Monthly

**Concerned Party**

First Name: Morgan      Last Name: Reynolds      Mobile #: 818-555-0109      Time Zone: Pacific Standard Time (-8:00)  
Email: mreynolds@grr.la  
Summary Email Report:  Daily  Weekly  Monthly      Real Time Alerts:  All  Non-Compliance Only  None

**Involved Parties (cont'd)**

**Contact: (Plus & Premium Plans Only)**

First Name: Attorney Last Name: 1 Mobile #: 818-555-0199 Time Zone: Pacific Standard Time (-8:00)

Email: attorney1@grr.la

Summary Email Report:  Daily  Weekly  Monthly Real Time Alerts:  All  Non-Compliance Only  None

**Contact: (Plus & Premium Plans Only)**

First Name: Attorney Last Name: 2 Mobile #: 818-555-0198 Time Zone: Pacific Standard Time (-8:00)

Email: attorney2@grr.la

Summary Email Report:  Daily  Weekly  Monthly Real Time Alerts:  All  Non-Compliance Only  None

**Contact: (Plus & Premium Plans Only)**

First Name: Last Name: Mobile #: Time Zone:

Email:

Summary Email Report:  Daily  Weekly  Monthly Real Time Alerts:  All  Non-Compliance Only  None

**Contact: (Plus & Premium Plans Only)**

First Name: Last Name: Mobile #: Time Zone:

Email:

Summary Email Report:  Daily  Weekly  Monthly Real Time Alerts:  All  Non-Compliance Only  None

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**FAMILY LAW MONITORING PROGRAM AGREEMENT—MONITORED CLIENT/CONCERNED PARTY COVENANTS**

As an express condition of purchasing, renting, and/or using the Soberlink Device, the Monitored Client and Concerned Party (collectively "we"), agree to cooperate fully with all Monitoring Program requirements laid out in this Agreement (including the Instructions and Program Setup Options and the General Terms and Conditions below and which are available at [www.soberlink.com/general-tc](http://www.soberlink.com/general-tc).)

We understand that failure to use the Device as instructed in this Family Law Monitoring Program Agreement may be interpreted as an attempt to conceal alcohol use and result in consequences carried out by Interested Parties and third parties. Other than as set forth in this Agreement, Soberlink shall not be required to perform any action in regard to a non-compliant testing event. We further understand, agree to, and warrant each of the conditions set forth below.

**Level 1 Program Conditions**

1. It is the Monitored Client's responsibility to submit tests at the agreed-upon times. A schedule is not determined, saved, or documented by the Soberlink System.
2. The Monitored Client is limited to 20 testing days per month. The Involved Party financially responsible for paying the Monthly Fee will be charged a \$75 overage fee if testing occurs on 21 or more days in a single 30-day period.

**Level 1 & Level 2 Program Conditions**

3. We acknowledge and agree that the Soberlink Device is our chosen method of alcohol monitoring. We also understand that the Device uses fuel cell technology, which has been widely accepted as a valid means of alcohol detection in human breath.
4. We understand that the Monitoring Program is designed to be cost effective with a desire for judicial efficacy. To avoid the delay and expense associated with subpoenas and other service of process, any Involved Party may request copies of this Agreement, any amendments and change orders thereto, testing results and evaluation reports accompanied by a notarized affidavit from a Soberlink custodian of records without any further authorization ("Authenticated Test Results") for a fee of \$50 per request. Alternatively, any Involved Party may request copies of such material, without a notarized affidavit ("Non-Authenticated Test Results"). A fee of \$25 per request will be charged for Non-Authenticated Test Results in the Basic and Plus Plans. Requesting parties in the Premium Plan will be entitled to request Non-Authenticated Test Results free of charge. Payment for Non-Authenticated Test Results and Authenticated Test Results are the responsibility of the requesting Involved Party. Authenticated Test Results and/or Non-Authenticated Test Results will be sent by email to all Involved Parties, generally within 3 business days. By entering into this Agreement, the Monitored Client and Concerned Party (and Contacts, if any) waive any and all objections as to foundation and authenticity to the extent permitted by governing law as it relates to any legal proceeding that is the subject of this Agreement. It is the mutual intent of the Monitored Client and Concerned Party that Authenticated Test Results may be utilized in the subject legal proceeding without the need for subpoena, service of process, or custodian of record testimony.
5. Any changes to the Monitoring Program that are not initiated by Soberlink including, but not limited to, changing, adding, or removing the Involved Parties, time changes for scheduled tests, and changes to the BAC threshold for positive tests must be agreed upon by both the Monitored Client and the Concerned Party. We further understand that changes may take up to 72 hours to be implemented. A fee of \$25 per change request will be charged for requesting parties in the Basic and Plus Plans. Requesting parties in the Premium plan will be entitled to request changes free of charge.
6. Contacts may update their Real Time Alert and Automated Report settings at any time without the Monitored Client and Concerned Party's consent.
7. If a Soberlink Device is returned under a return merchandise authorization ("RMA") and the RMA inspection deems "no problem found," a \$75 service fee (plus shipping and handling) will be charged to the requesting party. Further, the requesting party will be held responsible for the full cost of the replacement device should the device go unreturned or if the returned device has been damaged beyond repair and deemed "out of warranty" upon inspection.
8. At any time, Involved Parties may request that Soberlink review one or more related series of positive tests. Evaluations will be emailed to all Involved Parties, generally within 72 hours of the request. Evaluations are subject to a \$50 fee paid by the requesting party. To request an evaluation contact [compliance@soberlink.com](mailto:compliance@soberlink.com).
9. To the extent Soberlink is requested or required to appear for deposition, trial, arbitration or any other legal proceeding, the party requesting or compelling such appearance shall be required to tender to Soberlink all costs and expenses related to such appearance including, but not limited to, all travel expenses incurred in attending or testifying and the reasonable compensation for loss of time in accordance with applicable law. Please contact your Soberlink representative for current pricing and availability. Nothing herein is intended to serve as any agreement by Soberlink to attend or testify any legal proceeding. You agree that you may not designate Soberlink or any of its employees or representatives as an expert in any matter unless expressly authorized by Soberlink. Soberlink urges Involved Parties to utilize Authenticated Test Results when appropriate to avoid unnecessary delay and expense.

## General Disclosures

10. All successfully submitted tests will be sent to the Involved Parties even if the tests are submitted during non-scheduled test times.
11. Soberlink will not act upon non-compliance, nor determine what should happen upon non-compliant activity.
12. Soberlink does not consider a positive test followed by a compliant retest within 30 minutes of the first positive test to be a drinking event. A drinking event is defined as a series of positive BAC results that are indicative of alcohol consumption.
13. Any attempt to use an alternative air source to submit a test will be considered a tamper event and will be reported to all Involved Parties. Tamper detection does not occur in real time and may not be reported to Involved Parties until several days after the occurrence.  
**NOTE:** Any efforts to defeat the Soberlink Device by using an alternate air source will result in suspension or termination of monitoring services.
14. Human review may be necessary to confirm identity of the Monitored Client, and if identity cannot be confirmed an additional test may be requested within 30 minutes of the submitted test in question.
15. We understand that any Involved Party may request Authenticated Test Results and Non-Authenticated Test Results. Testing records, including Authenticated Test Results and Non-Authenticated Test Results, generated while testing in accordance with this Agreement generally are not considered "Protected Health Information" as defined in the Health Insurance Portability and Accountability Act of 1996.
16. Soberlink is unable to guarantee text message and email delivery due to carrier-related issues and factors out of Soberlink's control.
17. Soberlink requires a monthly monitoring fee to be paid to keep the Soberlink Device activated. Removing the payment method at any time may result in immediate suspension.
18. To terminate services, the party responsible for payment, as indicated in the Program Setup, must email support@soberlink.com with the request. All Involved Parties will receive notice if services have been terminated.
19. Soberlink bills arrears, meaning that if services are cancelled in the middle of the month, the final payment will be due at the beginning of the following month.
20. When an account becomes 30 days past due for non-payment the Monitored Program will be suspended. All Involved Parties will receive notice if the account becomes suspended due to non-payment. While suspended, the Monitored Client will not be allowed to submit tests until and if suspension is lifted. When an account becomes 60 days past due for non-payment Soberlink will terminate services and may send the account into collections.
21. Soberlink reserves the right to stop services based on non-compliant activity, violation of any term or provision of this Agreement, use of the Soberlink Device for a purpose inconsistent with this Agreement, or non-payment, upon 10 days' prior written notice. Soberlink further reserves the right to terminate services for any reason, including convenience, upon 15 days' prior written notice. Nothing herein shall prevent Soberlink from immediately suspending service for any reason including, but not limited to, violation of Soberlink protocols, intentional violation of any term or provision of this Agreement, tampering with the Soberlink Device, violation of any applicable law, verbal or physical abuse, threat(s) or harassment of Soberlink, its representatives, vendors, partners or affiliates, or any person or entity party to, or connected with, this Agreement or the Services.
22. I understand that Soberlink is permitted to discuss information related to this Agreement with all Involved Parties, even after services have been terminated.
23. Any changes and/or updates to the Monitoring Program must be agreed upon by both the Monitored Client and the Concerned Party. Soberlink has the right to approve or decline any requested changes and/or updates.
24. Soberlink Monitoring does not constitute a clinician/patient relationship and test results or other information related to the use of your Device is generally not protected by the Health Insurance Portability and Accountability Act of 1996. All violations or activity related to monitoring or use of your Device may be provided to all Involved Parties pursuant to this Agreement. Should you have any questions as to what information may be shared pursuant to this Agreement please contact Soberlink at (714) 975-7200.
25. Soberlink Monitoring is not an emergency service; if you have an emergency you should call 911 or local law enforcement.
26. Soberlink shall seek to comply with all governing state and federal law as it relates to issuance of subpoenas or service of process related to use of the Soberlink Device and/or the Monitoring Program. Please note that subpoenas issued from out-of-state must comply with Interstate and International Depositions and Discovery Act (California Code of Civil Procedure Sections 2029.100 - 2029.900).

27. I have reviewed, understand, and will abide by the Agreement and the General Terms and Conditions available below and at [www.soberlink.com/general-tc](http://www.soberlink.com/general-tc).

### Storing

28. We understand that the Storing feature is disabled by default as it can affect whether Involved Parties receive Alerts in real time.
29. We understand that the Monitored Client will be responsible for finding adequate cellular or Wi-Fi coverage to submit all tests. The Monitored Client agrees to notify the Concerned Party if he or she expects to be in an area with limited or no cellular coverage.
30. We acknowledge that we must contact Soberlink at support@soberlink.com or (714) 975-7200 to enable Storing, and that enabling Storing will require the written consent of both the Monitored Client and the Concerned Party. Further, to enable Storing a test must be successfully submitted prior to leaving cellular or coverage. Storing is not available for the Soberlink Bluetooth Device.

Further, the Monitored Client acknowledges, agrees to, and warrants each of the following:<sup>2</sup>

### Testing Procedures

31. I understand that it is my responsibility to call Soberlink at (714) 975-7200 to activate my Soberlink Device and that I will be required to submit a test upon activation. My Soberlink Device will not be activated until all required documents have been signed. I will subscribe to receive Soberlink text messages and understand that failure to do so may result in an unsuccessful Monitoring Program. Further, I understand that Soberlink will only activate my Soberlink Device during normal business hours.
32. I will refrain from eating, drinking (other than plain water), and smoking anything for at least 20 minutes prior to submitting a test. I will read all the labels of products I consume and research products that might contain alcohol to avoid an inaccurate BAC reading. I will remove everything from my mouth and rinse my mouth out with water before testing. Failure to do so may result in an inaccurate BAC reading.
33. I will remove any eyewear (glasses, sunglasses), hats, or any other items that may obstruct my face while testing. I will take all tests in well-lit areas while standing or sitting upright (not lying down) with my eyes open. I will always use the provided Soberlink Device mouthpiece, and will not hold the mouthpiece while testing. I will not use the Soberlink Device while driving or operating heavy machinery.
34. After testing, I will check the Soberlink Device to confirm that my test was successfully submitted. I will not simply assume the test was sent. If prompted to retest, I will retest at the times indicated on my Soberlink Device and in the notification text message. Failure to retest as instructed will be considered non-compliance.

### Protecting Equipment

35. I will always use the protective case to store the Soberlink Device and mouthpiece(s) when not in use. I will keep my Soberlink Device and mouthpiece(s) away from all alcohol-based and non-alcohol-based products that could interfere with accurate readings (e.g. perfumes or sanitizers).
36. I understand that if alcohol is detected by the Soberlink Device, whether ingested or incidental, that event may be considered non-compliance and may result in adverse consequences (those consequences are not to be determined by Soberlink).
37. I will keep and use my Soberlink Device in normal operating temperatures (32° - 122° F) to ensure proper functioning.
38. I will wait at least fifteen minutes in between submitting all tests, and will not submit more than 6 tests per day unless otherwise instructed by Soberlink prompts.
39. I understand that any effort to disable the Soberlink Device may be considered non-compliance and I may be held liable for any damages caused and/or the replacement cost of the Soberlink Device.

### SIGNER 1

I am the  Monitored Client  
 Concerned Party

Signature: Jordan Reynolds  
Jordan Reynolds (Feb 14, 2018)

Name: Jordan Reynolds  
jreynolds@grr.la

### SIGNER 2

I am the:  Monitored Client  
 Concerned Party

Signature: Morgan Reynolds  
Morgan Reynolds (Feb 14, 2018)

Name: Morgan Reynolds  
mreynolds@grr.la

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<sup>2</sup> All Involved Parties should familiarize themselves with Testing Procedures.