



# Testimony Scheduling Agreement

AGR-TSA-19-002

I, \_\_\_\_\_, enter into and agree to be bound by this Testimony Scheduling Agreement ("Scheduling Agreement"). This Scheduling Agreement shall set forth the terms and conditions by which Soberlink Healthcare LLC ("Soberlink") agrees to provide testimony at a designated legal proceeding such a trial, hearing or deposition ("Proceeding").

## TESTIMONY INFORMATION

Date:  
Time:  
Court Information:  
Name of Monitored Client:  
What will be the topics of the testimony?

I agree and acknowledge that I have reviewed and agree to be bound by any applicable Soberlink monitoring agreement related to the subject Soberlink device and the General Terms and Conditions available at [www.soberlink.com/general-tc](http://www.soberlink.com/general-tc) ("T&C").

I agree and acknowledge that Soberlink's agreement to appear at a Proceeding is subject to its availability and discretion.

I agree and acknowledge that I shall be responsible for the payment of Soberlink's fees and costs related to its provision of testimony at any Proceeding. The current pricing for testimony for a custodian of records or a person most knowledgeable as to agreed-upon issue(s) is \$1,000 plus travel expenses for "in person" testimony and \$500 for a telephonic testimony. Please contact Soberlink to confirm current pricing and availability.

I would like a(an): \_\_\_\_\_ Telephonic Testimony \_\_\_\_\_ In Person Testimony

Due to the fact that Soberlink reserves time for a witness to testify upon its acceptance of this Agreement, I agree to provide a NON-REFUNDABLE deposit in the amount of fifty percent (50%) of anticipated fees at the time of Soberlink's acceptance of this Scheduling Agreement. In any event the Proceeding is cancelled, postponed, or does not proceed for any reason, I agree and acknowledge that Soberlink will not refund the fee deposit, and this agreement will be immediately terminated. Soberlink shall not be required to testify in the event the fee deposit is not provided at the time of its acceptance of this Scheduling Agreement.

In the event Soberlink is requested to provide in-person testimony at a Proceeding, I agree that Soberlink may, at its discretion, require that I provide an expense deposit for extraordinary travel expenses such as air travel and lodging. Upon such a request by Soberlink, I agree and acknowledge that Soberlink shall not be required to testify in the event an expense deposit is not provided within three (3) days of request.

I acknowledge that Soberlink shall be under no obligation to attend or testify at any Proceeding until it has memorialized its acceptance of this Scheduling Agreement.

I acknowledge that I may not designate Soberlink or any of its employees or representatives as an expert in any matter unless expressly authorized by Soberlink.

I agree and acknowledge that any dispute arising from, or related to, this Scheduling Agreement or any testimony provided by Soberlink shall be subject to the T&C including, but not limited to, the Dispute and Arbitration provisions thereof.

I agree and acknowledge that each provision of this Scheduling Agreement is severable and independent of any other provision. If any provision is held void or invalid for any reason, such invalidity shall not affect the remainder of this Scheduling Agreement.

This Agreement shall be governed by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of California.

## I AGREE TO BE BOUND BY THE TERMS OF THIS SCHEDULING AGREEMENT

Signature: \_\_\_\_\_

ACCEPTED:

Name: \_\_\_\_\_

\_\_\_\_\_  
Soberlink Healthcare LLC

By: \_\_\_\_\_