

WELLD HEALTH, LLC

END USER LICENSE AGREEMENT

This **END USER LICENSE AGREEMENT** (“**Agreement**” or “**EULA**”) is a binding agreement between you (“**End User**” or “**you**”) and **WELLD HEALTH, LLC**, a Delaware limited liability company (referred to in this EULA as “**Welld**”, “**we**” “**us**” or “**our**”). This EULA governs your use of the Welld mobile and website application(s), including all related services, systems, and documentation (the “**Application**”).

BY CLICKING THE “AGREE” BUTTON, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER/OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD OR USE THE APPLICATION AND IF ALREADY DOWNLOADED, DELETE IT FROM YOUR MOBILE DEVICE.

Minors. Use of the Application by anyone under 18 years old, including anyone under thirteen (13) years old, is expressly prohibited.

1. **THE WELLD SERVICE.**

1.1 Registration of Your Welld Account. As used in this EULA, “**Welld Service**” (or “**Service**”) means the website located at www.mywelld.com (the “**Welld Website**”) and the Application. In order to use the Welld Service, you must register with Welld and create an account (a “**Welld Account**”). Our registration process (which may change from time to time) currently requires you to complete a signup form, provide your e-mail address, and select a username and password (your “**Login Credentials**”). We may permit or require you to provide additional information in order to use the Welld Service or certain features of the Welld Service, which may consist of: (i) your name, date of birth, Medicare beneficiary identifier e-mail address, phone number, mailing address, and/or other identity or contact information (“**Identity and Contact Information**”); (ii) information about an End User’s physical activities (such as steps taken, distance walked, and distance run) (“**Activity Data**”); and (iii) your Program Results, your Connected Device Data other than Activity Data, and any information that relates to your past, present, or future health or wellbeing, the provision of health care to you, or the past, present, or future payment for the provision of health care to you (“**Health Information**”).

1.2 Connected Devices. The Welld Service allows you to connect a variety of third-party devices or services (“**Activity Trackers**”) to your Welld Account, which may then be used to track or measure your activity, such as number of steps taken or other Activity Data. When you connect an Activity Tracker to your Welld Account (each, a “**Connected Device**”), the information received from the Connected Device (“**Connected Device Data**”) will be added to or associated with your Welld Account. Welld may use third-party service providers to connect to an Activity Tracker, and the Connected Device Data may come from that third party under the terms of any privacy policy associated with your Activity Tracker.

2. WELLD CONNECTIONS.

2.1 Definitions. A (i) “**Welld Connection**” means a connection established between an Account and a Licensed Participant; (ii) “**Licensed Participant**” means a person or organization that has been licensed by Welld to access and use the Welld Service in connection with End Users with whom a Welld Connection has been established - in other words, a Licensed Participant is a fitness club, physician, employer, or other party that is eligible for connection by users; (iii) “**Participating Fitness Club**” means a fitness club that has been licensed by Welld to access and use the Welld Service; (iv) “**Participating Physician**” means a healthcare provider that has been licensed by Welld to access and use the Welld Service; (v) “**Participating Employer**” means an employer that has been licensed by Welld to access and use the Welld Service; and (vi) “**Reported Information**” means information about an End User that is provided or reported to Welld by a Licensed Participant (or other third party) or is submitted or entered into the Welld Service by a Licensed Participant.

2.2 Creation of Welld Connections. You may choose to create or accept Welld Connections with a Licensed Participant, such as Participating Employers, Participating Fitness Clubs, or Participating Physicians, they then become connected to you through the Welld Service (each then becomes a “**Connected Party**”, or “**Connected Parties**”). You may terminate your Welld Connections at any time. When the Welld Connection with a Connected Party is terminated, that Licensed Participant will no longer have access to Shared Account Information stored in the Welld Service (except Identity Verification Information as defined in the Welld Privacy Policy (available at: www.welldhealth.com/storage/app/media/LegalDocuments/privacy-policy.pdf (the “**Privacy Policy**”))).

2.3 Shared Account Information. Welld may share the following categories of Account Information (“**Shared Account Information**”) as follows (capitalized terms are defined below):

(a) *Participating Employers:* (i) your Identity and Contact Information, (ii) the status or your enrollment in wellness Programs but not the identity of the specific Program, (iii) the Challenges in which you choose to participate and the results of your participation and the Activity Data associate with those Challenges, (iv) aggregated Program Results for all End Users that have established Welld Connections with that Participating Employer, (v) aggregated, deidentified results of any health screenings required by the Participating Employer, and (vi) other Account Information as permitted by this EULA and the Privacy Policy.

(b) *Participating Fitness Clubs* (if a Connected Party): (i) your Identity and Contact Information, (ii) enrollment in Programs, (iii) your Program Results, (iv) the Challenges in which you choose to participate and the results of your participation; (v) your Activity Data; (vi) your Connected Device Data, and (vii) other Account Information as permitted by this EULA and the Privacy Policy.

(c) *Participating Physicians* (if a Connected Party): (i) your Identity and Contact Information, (ii) the Program in which you have enrolled, if any, and the status of your enrollment, (iii) your Program Results, (iv) the Challenges in which you choose to

participate and the results of your participation; (v) your Activity Data; (vi) your Connected Device Data, and (vii) other Account Information as permitted by this EULA and the Privacy Policy.

2.4 Integration of Shared Account Information. While Welld may have an agreement with Connected Parties, Welld is unable to control Connected Parties. You should decide if you trust your fitness club, employer, or physician prior to establishing a Welld Connection with them. A Connected Party may integrate your Shared Account Information into an information system outside of the Welld Service or otherwise print, download, or copy your Shared Account Information outside of the Welld Service, and Welld can neither control how such Shared Account Information is used or anonymize, de-identify, or delete such Shared Account Information when your Welld Account is closed. How a Connected Party is permitted to use your Shared Account Information is determined by the nature of your relationship with the Connected Party, any separate agreement you may have with that Connected Party, and any applicable law. You acknowledge that Welld is not responsible or liable for any misuse of your Shared Account Information by Licensed Participant.

2.5 Challenges. Licensed Participants may, from time to time, promote a competition or challenge for End Users to engage in certain physical activities (such as taking a certain number of steps within a specified period of time) (a “**Challenge**”). When you choose to participate in a Challenge, your Activity Data that relates to the subject of the Challenge will be shared with the Connected Party sponsoring the Challenge.

2.6 Protected Health Information. If you use the Welld Service in conjunction with a Connected Party that is a “Covered Entity,” as that term is defined by the Health Insurance Portability and Accountability Act of 1996, as amended, and its associated regulations (collectively, “HIPAA”), your Reported Information may constitute Protected Health Information (“PHI”), as that term is defined by HIPAA. In that event, Welld will comply with HIPAA as it relates to your PHI. HIPAA requires, among other things, that your PHI be destroyed or returned to the Covered Entity upon termination of the Covered Entity’s relationship with Welld, unless you direct otherwise. To permit your continued use of the Welld Service after termination of Welld’s relationship with a Connected Party that is also a Covered Entity, your agreement to this EULA shall constitute and be treated as your written request, pursuant to 45 C.F.R. § 164.524(a), that Welld retain your PHI consistent with the terms of this Agreement following termination of Welld’s relationship with an applicable Covered Entity. If you desire, you may provide Welld with your written object to this provision, in which case Welld will destroy or return your PHI to the applicable Covered Entity as otherwise required by HIPAA.

3. PROGRAMS. If you enroll in a fitness, health, or exercise program licensed through the Welld Service (“**Programs**”), information about your enrollment in the Program and the activities, measurements, outcomes, and results associated with each Program in which you have enrolled (“**Program Results**”) will be shared with your Welld Connections. Some Programs may require you to complete the Program through a Participating Fitness Club and to establish a Welld Connection with such Participating Fitness Club before enrolling in the Program. Some Programs may only be available through a referral from a Participating Physician, and you may be required to establish a Welld Connection with a Participating Physician before enrolling in the Program. In

the event that you close your Welld Account or delete your Welld Connection with the Participating Fitness Club or with the Participating Physician associated with a Program enrollment, that Program enrollment will be cancelled automatically.

4. LICENSE GRANT. Subject to compliance with the terms and conditions of this Agreement, Welld grants you a limited, non-exclusive, and nontransferable license to: (a) download, install, and use the Application for your personal, non-commercial use on a single mobile device owned or otherwise controlled by you (“**Mobile Device**”); and (b) access, stream, download, and use on such Mobile Device the Welld Website content (described in Section 8(a)) made available in, or otherwise accessible through the Application, strictly in accordance with this Agreement and the Welld Website Terms of Use (available at <https://welldhealth.com/storage/app/media/LegalDocuments/terms-of-use.pdf>) (“**Terms of Use**”). Additionally, you may only use the Welld Service if such use is expressly in compliance with the Welld Privacy Policy and Acceptable Use Policy (available at <https://welldhealth.com/storage/app/media/LegalDocuments/acceptable-use-policy.pdf>) (“**Acceptable Use Policy**”).

5. LICENSE RESTRICTIONS. You shall not:

- (a) share Login Credentials with any other person;
- (b) fail to comply with this EULA, the Privacy Policy, the Acceptable Use Policy, and the Terms of Use, if accessing the Welld Website;
- (c) use the Application or Welld Service for anything other than your personal use;
- (d) copy (except as expressly permitted by this Agreement), modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;
- (e) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
- (f) remove, delete, alter, or obscure any trademarks or notices of any copyright, trademark, patent, or other intellectual property from the Application, including any copy thereof;
- (g) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time;
- (h) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application; or

(i) use the Application in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including any power generation systems; aircraft navigation or communication systems, air traffic control systems, or any other transport management systems; safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire, or other safety response systems; and military or aerospace applications, weapons systems, or environments.

6. **RESERVATION OF RIGHTS.** You acknowledge that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Welld and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Application, including all copyrights, trademarks patents, trade secrets, and other intellectual property rights therein or relating thereto (collectively, “**Intellectual Property Rights**”), except as expressly granted to you in this Agreement.

7. **COLLECTION AND USE OF YOUR INFORMATION.** You acknowledge that when you download, install, register an account with, or use the Application, Welld may use automatic means to collect information about your Mobile Device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application or certain of its features or functionality, and the Application may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this Application is subject to our Privacy Policy. By downloading, installing, using, and providing information to or through this Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

8. **CONTENT AND ACCOUNT INFORMATION.**

(a) **Welld Website Content.** The Application may provide you with access to the Welld Website and products and services accessible thereon, and certain features, functionality, and content accessible on or through the Application may be hosted on the Welld Website. Your access to and use of such content are governed by Terms of Use, Acceptable Use Policy, and Privacy Policy, which are incorporated herein by reference. Your access to and use of such content may require you to acknowledge your acceptance of such Terms of Use, Acceptable Use Policy, and Privacy Policy and/or to register with the Welld Website, and your failure to do so may restrict you from accessing or using certain of the Application's features and functionality. Any violation of such Terms of Use will also be deemed a violation of this Agreement.

(b) **User Content.** “**User Content**” means all content (including without limitation, text, photos, graphics, audio, video, Connected Device Data, and other materials) that you or an End User uploads, posts, sends, submits, transmits, makes available, or otherwise transfers to or through the Welld Service. Welld does not prescreen User Content, is not responsible for the content of any User Content, and makes no guarantees as to the validity, accuracy, or legal status of any User Content. Welld may, at any time, with or without notice,

block, interrupt, delete, or otherwise remove, disable or restrict access to, or refuse to display or transmit any User Content. You retain any ownership rights you have in your User Content, and nothing in this EULA limits your right to use your User Content outside of the Welld Service. You represent and warrant to Welld that your User Content complies (and will at all times continue to comply) with the Acceptable Use Policy.

(c) Account Information. “**Account Information**” means all information associated with your or an End User’s Welld Account, including without limitation Connected Device Data, User Content, and Reported Information. You agree to update your Account Information, as necessary, to ensure that it remains current, accurate, and complete. You authorize us to verify your Account Information at any time. If any of your Account Information is untrue, inaccurate, incomplete, or not current, we retain the right, in our sole discretion, to suspend or terminate your Welld Account and your access to the Welld Service. We value and respect your privacy, and we will only use your Account Information as permitted by this EULA and the Privacy Policy. You acknowledge and that some or all of your Account Information may be accessed and/or viewed or heard by other End Users (and other third parties). You hereby grant to each End User permission to access and view any of your Account Information that is available through the Welld Service to such user (until the Account Information is removed from the Welld Service or the user no longer has access to the Account Information through the Welld Service).

(d) User Content License. You hereby grant us a worldwide, royalty-free, non-exclusive, transferable, sublicensable, perpetual, and irrevocable license to use, practice, copy, modify, adapt, create derivative works of, store, host, publish, publicly perform, publicly display, distribute, communicate, and transmit your User Content and Account Information in any and all media or distribution methods (now known or later developed), to exercise all Intellectual Property Rights in and to your User Content and Account Information, and to exercise publicity rights with respect to each identifiable person in your User Content (the “**Content License**”). We will only share your Account Information with third parties as permitted by the Privacy Policy and your consent and election. Subject to the Privacy Policy, the Content License permits us, for example, to use your Account Information to provide and improve the Welld Service, to market and promote Welld and the Welld Service, and to provide relevant offers and advertising. You acknowledge and that we may transfer, process, maintain, and store your Account Information in any country (or in multiple countries), including countries other than your country of residence or the country or countries where you use the Welld Service.

(e) End User Representation and Warranty. You represent and warrant to Welld: (a) that you have the right (and have obtained any and all necessary permissions, consents, and authorizations) to grant us the Content License and to grant all other rights and licenses granted in this EULA, (b) that the use of your User Content and the exercise of the Content License by Welld (and their sublicensees) will not infringe the Intellectual Property Rights of any third party; (c) that none of your User Content will contain third-party copyrighted material or material that is subject to other third-party Intellectual Property Rights unless you have written permission from the rightful owner of the materials (or you are otherwise legally entitled) to upload, post, send, submit, transmit, make available, or otherwise transfer such materials as part of your User Content, to grant us the Content License, and to grant all other rights and licenses granted in this EULA; and (d) that you have the written consent, release, and/or permission of each and every identifiable

person in your User Content to use (and to grant us, as part of the Content License, the right to use) the person's name, image, photo, portrait, voice, sound-alike, likeness, and persona in connection with your User Content.

(f) **Security of Login Credentials.** You acknowledge that you are responsible for any activities that occur through your Welld Account, whether or not authorized by you. You agree to immediately notify us of any security breach associated with your Login Credentials or your Welld Account and of any unauthorized use of your Welld Account. We will not be liable for any losses (to you or others) caused by any unauthorized use of your Welld Account, and you acknowledge that you may be liable for the losses of Welld or others due to such unauthorized use.

9. UPDATES TO THE APPLICATION. Welld may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete certain features and functionality. You acknowledge that Welld has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet either: (a) the Application will automatically download and install all available Updates; or (b) you may receive notice of or be prompted to download and install available Updates. You shall promptly download and install all Updates and acknowledge that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

10. UPDATES TO THE AGREEMENT. We may modify this Agreement from time to time. When we modify the Agreement, we will give you notice by posting the amended Agreement and/or amended policy on the Welld Website and, if the changes meaningfully affect your rights or obligations, by e-mail (if you have provided us with your e-mail address as part of your creation of a Welld Account). If you continue to access or use the Application after the Agreement is amended, you agree to be bound by the updated Agreement. If you do not accept the updated Agreement, you acknowledge that you will promptly stop using the Application. You can access historical versions of this EULA and other policies at: www.welldhealth.com/legal/archive.

11. THIRD-PARTY MATERIALS. The Application may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising ("**Third-Party Materials**"). You acknowledge that Welld is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Welld does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

12. FEEDBACK. We encourage you to send us messages, feedback, or data, including, for example, ideas, comments, suggestions, or questions about the Welld Service or any other

product or service (collectively, “**Feedback**”). You agree not to send us any information or ideas that are sensitive or confidential, and you acknowledge that any Feedback we receive from you will not be considered confidential. You grant us a worldwide, royalty-free, exclusive, transferable, sublicensable, perpetual, and irrevocable license to record, use, practice, copy, modify, adapt, create derivative works of, store, host, publish, publicly perform, publicly display, distribute, communicate, and transmit your Feedback in any and all media or distribution methods (now known or later developed), to exercise all Intellectual Property Rights in and to your Feedback. Without limitation and notwithstanding anything to the contrary herein, we will have exclusive ownership of all present and future rights to the Feedback. We will be entitled to use the Feedback for any commercial or other purpose whatsoever (including, for example, developing, improving, producing, providing, or marketing products and services) without compensation to you or any other person sending the Feedback, and we will not be under any obligation to tell you if and how we use the Feedback.

13. TERM AND TERMINATION. The term of Agreement commences when you install the Application and acknowledge your acceptance and will continue in effect until terminated by you or Welld as set forth in this Section. Termination will not limit any of Welld's rights or remedies at law or in equity.

(a) You may terminate this Agreement at any time by deleting or uninstalling the Application and all copies thereof from your Mobile Device.

(b) Welld may modify, suspend, or terminate this Agreement at any time without notice for any business reason of Welld, including if it ceases to support the Application. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

(c) Upon termination:

(i) all rights granted to you under this Agreement will also terminate;

(ii) you must cease all use of the Application and delete all copies from your Mobile Device;

(iii) all of your Health Information stored in the Welld Service will be de-identified, anonymized, or deleted; and

(iv) we may, in our discretion, permanently delete any or all of your Account Information; provided, however, that we reserve the right to retain historical records and information (including Health Information that has been de-identified or anonymized) related to your Welld Account for financial, security, legal, research, and other purposes.

14. DISCLAIMER OF WARRANTIES.

(a) **WELLD IS NOT A HEALTHCARE PROVIDER. THE INFORMATION AND CONTENT PROVIDED IN CONNECTION WITH THE WELLD SERVICE ARE**

PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT INTENDED TO BE, AND SHOULD NOT BE CONSTRUED AS, MEDICAL ADVICE. EACH PERSON IS UNIQUE, AND THE INFORMATION PROVIDED THROUGH THE WELLD SERVICE MAY NOT BE APPLICABLE TO YOU OR APPROPRIATE FOR YOUR SITUATION. THE WELLD SERVICE IS NOT INTENDED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY DISEASE. MOREOVER, THE CONTENT OF THE WELLD SERVICE MAY NOT BE CURRENT AND UP-TO-DATE. YOU SHOULD NOT ACT OR REFRAIN FROM ACTING BASED ON ANY CONTENT OR INFORMATION ON OR PROVIDED THROUGH THE WELLD SERVICE WITHOUT SEEKING MEDICAL ADVICE FROM A LICENSED PHYSICIAN OR HEALTHCARE PROFESSIONAL IN YOUR JURISDICTION OR OTHER APPROPRIATE PROFESSIONAL ADVICE. WELLD EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY AND ALL ACTS AND OMISSIONS TAKEN OR MADE BY YOU IN RELIANCE UPON ANY INFORMATION OR MATERIALS PROVIDED ON THE WELLD SERVICE. YOU SHOULD ALWAYS CONSULT YOUR PHYSICIAN BEFORE BEGINNING ANY DIET OR EXERCISE PROGRAM.

(b) THE WELLD SERVICE IS PROVIDED TO END USER “AS IS” AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WELLD, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE WELLD SERVICE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WITHOUT LIMITATION TO THE FOREGOING, WELLD PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE WELLD SERVICE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, MOBILE OR WEB-BASED APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

15. LIMITATION OF LIABILITY.

(a) DAMAGES FOR LIABILITY UNDER THIS AGREEMENT FOR EITHER PARTY, REGARDLESS OF THE TYPE, WILL NOT EXCEED \$1,000.00. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WELLD OR ITS AFFILIATES, OR ANY THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE WELLD SERVICE FOR PERSONAL INJURY, PROPERTY

DAMAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES.

(b) THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WELLD WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

(c) Notwithstanding any other provision of this EULA to the contrary, nothing in this EULA will be deemed to limit our liability for any personal injury, death, or property damage occurring on our premises to the extent that such personal injury, death, or property damages results from our negligence, recklessness, or willful misconduct.

(d) **New Jersey Consumers.** Notwithstanding any other provision of this EULA to the contrary, if you are a “consumer” within the meaning of N.J. Stat. § 56:12-15, nothing in this EULA waives (a) any rights you may have under N.J. Stat. §§ 56:12-14 - 56:12-18, or (b) any rights you may have to recover (i) your attorneys’ fees, (ii) your share of any arbitrators’ and administrative fees of arbitration, or (iii) your court costs, filing fees, and other reasonable costs of suit.

16. INDEMNIFICATION. You agree to indemnify, defend, and hold harmless Welld and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement, including but not limited to the content you submit or make available through this Application.

17. PARTIES’ RELATIONSHIP. Nothing in this EULA will be construed as creating any partnership, joint venture, franchise, employment relationship, or agency relationship in any way between you and Welld. You will not have apparent or actual authority to bind Welld to any debt, contract, or other arrangement.

18. EXPORT REGULATION. The Application may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Application available outside the US.

19. US GOVERNMENT RIGHTS. The Application is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Application as are

granted to all other End Users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

20. WAIVER AND SEVERABILITY. No waiver by Welld of any term or condition set out in this EULA shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Welld to assert a right or provision under the EULA shall not constitute a waiver of such right or provision. If any provision of the EULA is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the EULA will continue in full force and effect.

21. GOVERNING LAW. This Agreement is governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule. Without limiting the foregoing provision, you and Welld expressly agree that the Virginia Uniform Computer Information Transactions Act, Virginia Code §§ 59.1-501.1 *et seq.* is expressly excluded from this EULA, and does not apply to this EULA or the Welld Service.

22. INFORMAL DISPUTE RESOLUTION; VENUE; JURISDICTION. We believe you will have a positive experience using the Welld Website and the Welld Service, and we invite you to contact us about any questions or issues you experience. We want to address any concerns you may have about the Welld Service without needing to engage in a formal legal process. Before or filing a lawsuit, you agree to attempt to resolve the dispute informally by e-mailing us at legal@welldhealth.com. You and Welld agree to work in good faith to settle any dispute, claim, controversy, question, or disagreement directly through consultation and good faith negotiations, which is a prerequisite to either you or Welld initiating a lawsuit. Any legal suit, action, or proceeding arising out of, or related to, the EULA or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Virginia in each case located in the City of Charlottesville, although we retain the right to bring any suit, action, or proceeding against you for breach of this EULA in your country of residence or any other relevant country (if applicable). You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

23. WAIVER OF JURY TRIAL. YOU AND WELLD IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT YOU OR WELLD MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO (A) THIS EULA, (B) THE WELLD WEBSITE OR THE WELLD SERVICE (OR THE USE OF ANY OF THE FOREGOING BY YOU OR ANY OTHER PERSON), (C) THE PERFORMANCE OR NON-PERFORMANCE BY YOU OR WELLD OF ANY OBLIGATIONS UNDER THIS EULA, OR (D) ACTUAL OR ALLEGED INFRINGEMENT BY YOU, WELLD, OR THE WELLD SERVICE OF ANY INTELLECTUAL PROPERTY RIGHTS. YOU CERTIFY AND ACKNOWLEDGE THAT: (1) WELLD HAS NOT REPRESENTED, EXPRESSLY OR OTHERWISE, THAT WELLD WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (2) YOU

HAVE CAREFULLY CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (3) YOU ARE MAKING THIS WAIVER KNOWINGLY AND VOLUNTARILY; AND (4) YOU HAVE BEEN INDUCED TO ENTER INTO THIS EULA BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS IN THIS SECTION.

24. LIMITATION OF TIME TO FILE CLAIMS. PART OF OUR AGREEMENT IS THAT ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY WAIVED.

25. ENTIRE AGREEMENT. This Agreement, our Acceptable Use Policy, Copyright Policy, and Privacy Policy constitute the entire agreement between you and Welld with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

26. HOW TO CONTACT US. If you have any questions about this EULA or the Welld policies referenced herein, the Welld Service, or your Welld Account, you may contact us by email at legal@welldhealth.com or by mail at Welld Health, LLC, Attn: Chris Craytor, 455 2nd Street SE, Suite 301, Charlottesville, VA 22902.