

BY ACCESSING OR USING THE WELLD WEBSITE, THE WELLD SOFTWARE AND APPS, AND/OR THE WELLD SERVICE YOU AGREE TO BE BOUND BY ALL OF THE PROVISIONS OF THIS END USER LICENSE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT, YOU MUST NOT ACCESS OR USE THE WELLD WEBSITE, THE WELLD SOFTWARE AND APPS, OR THE WELLD SERVICE.

WELLD END USER LICENSE AGREEMENT

Last Modified: June 8, 2017

Effective Date: June 8, 2017

1. Overview.

1.1. Introduction. This Welld End User License Agreement (this “*EULA*”) is an agreement between you (referred to in this EULA as “*you*” or “*your*”) and Welld Health, LLC, a Delaware limited liability company (referred to in this EULA as “*Welld*”, “*we*”, “*us*”, or “*our*”), the owner and operator of the Welld website located at www.welldhealth.com (this “*Site*” or the “*Welld Website*”), the Welld software and mobile applications (collectively, the “*Welld Software and Apps*”), and the Welld Service (as defined below). **You agree to read this EULA carefully.**

1.2. Binding Contract. You acknowledge that this EULA is a legally binding contract between you and Welld, even though it is not physically signed, and you acknowledge that this EULA governs your access and use of the Welld Website, the Welld Software and Apps, and the Welld Service (as defined below). In this EULA, you and Welld are referred to individually as a “*party*” and collectively as the “*parties*”, and “*User*” (and “*user*”, “*End User*”, and “*Welld User*”) refers to a Person (as defined below) who accesses or uses the Welld Service.

1.3. Important Provisions. This EULA include important provisions affecting your legal rights and obligations, including, for example, (a) a disclaimer of warranties and limitation of liability by Welld (see Section 18), (b) dispute resolution provisions that include a waiver of the right to a jury, a waiver of the right to participate in a class action or similar proceeding, an agreement that all controversies, claims, and disputes (except for certain claims in small claims court) will be decided by binding arbitration instead of by a court), a limitation of the period of time for bringing a claim against us, and an agreement that any court or arbitration proceedings will take place only in Albemarle County, Virginia or the City of Charlottesville, Virginia United States (see Section 20), and (c) an obligation for you to pay any expenses and liabilities (such as damages, costs, or legal claims) that the Welld Parties (as defined below) suffer as a result of your violation of any of the provisions of this EULA (see Section 16). **The previous examples are not comprehensive, and you are responsible for reading and agreeing to all of the provisions of this EULA as a condition of your access to and use of the Welld Service.**

2. Children Under 13. You may only create or use a Welld Account (as defined below) or use the Welld Service if you are (a) at least thirteen (13) years old, and (b) allowed by law to enter into a binding contract. If you are not at least thirteen (13) years old, you must not access or use the Welld Website or the Welld Service.

3. Privacy Policy. Our Welld Privacy Policy, located at www.welldhealth.com/legal/privacy (the “*Privacy Policy*”), explains how we collect and use your information, and Section 21 below (the “*Acceptable Use Policy*”) outlines your responsibilities when using the Welld Service. You agree to read and comply with the Acceptable Use Policy and the Privacy Policy. You acknowledge and agree that the provisions of the Privacy Policy are part of this EULA and are binding upon you and Welld.

4. Updates to this EULA. As technology changes and as our business grows and develops, we may modify this EULA and the Privacy Policy from time to time. When we modify this EULA or the Privacy Policy, we will give you notice by posting the amended EULA and/or Privacy 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 Account Information (as defined below)). The amended EULA or Privacy Policy will include an effective date, and the amended EULA and Privacy Policy will be effective on that date. However, any changes to the governing law or dispute resolution provisions set forth in Sections 19 and 20 will not apply to any disputes for which Welld and you have received actual notice on or before such effective date. If you continue to access or use the Welld Website or the Welld Service after the EULA or Privacy Policy is amended, you agree to be bound by the revised EULA and Privacy Policy. If you do not accept the updated EULA or Privacy Policy, you agree that you will promptly stop using the Welld Service and close your Welld Account (as defined below). You can access historical versions of this EULA and other policies at: www.welldhealth.com/legal/archive.

5. Description of Welld Service. As used in this EULA, “*Welld Service*” (or “*Service*”) means the Welld Website, the Welld Software and Apps, and all related systems and services provided by Welld. The Welld Service does not include products or services offered or provided by third parties that may advertise on the Welld Website. The Welld Service allows you to keep track of your exercise and fitness activities and measurements, including the ability to link the Welld Service to a wide variety of personal fitness tracking devices. The Welld Service also allows you to enroll in fitness and exercise programs with Participating Fitness Clubs (as defined below) and, if you choose to do so, to share your exercise and fitness activities and measurements with Participating Physicians (as defined below) and other Licensed Participants (as defined below). In addition, the Welld Service provides the ability to participate in wellness programs through Participating Employers (as defined below). You acknowledge and agree that the Welld Service is always evolving and that we may, at any time and without notice to you, add or remove features or functionality of the Welld Service or modify or discontinue the Welld Service, in whole or in part. The Welld Service (or some of its features) may not be available in all countries.

6. Your Welld Account.

6.1. Registration. In order to use the Welld Service, you must register with Welld and create an account (a “*Welld Account*” or an “*End User Account*”). Our registration process currently requires you to complete a signup form and 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. As used in this EULA, (i) “*Identity and Contact Information*” means your name, date of birth, Social Security number (if provided), e-mail address, phone number, mailing address, and/or other identity or contact information; (ii) “*Activity Data*” means information about an End User’s

physical activities (such as steps taken, distance walked, and distance run); (iii) “*Health Information*” means your Program Results (as defined below), your Connected Device Data (as defined below) other than Activity Data, and any information that relates to your past, present, or future physical or mental health or condition, the provision of health care to you, or the past, present, or future payment for the provision of health care to you; and (iv) “*Account Information*” means all information associated with a user’s Welld Account, including without limitation Connected Device Data (as defined below), User Content (as defined below), and Reported Information (as defined below). 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.

6.2. Connected Devices. As used in this EULA, “*Activity Tracker*” means a third party device or service used to track or measure your activity (such as number of steps taken or miles run), vital signs and other measurements (such as blood pressure or pulse), or other similar information. The Welld Service allows you to connect a variety of Activity Trackers to your Welld Account. 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 your Welld Account. Welld may use third party service providers to enable or facilitate the connections between the Welld Service and your Connected Devices.

6.3. User Content. As used in this EULA, “*User Content*” means all content (including without limitation, text, photos, graphics, audio, video, Connected Device Data, and other materials) that a user uploads, posts, sends, submits, transmits, makes available, or otherwise transfers to or through the Welld Service. You acknowledge and agree that we do not prescreen User Content and that we are not responsible for the content of any User Content, and we make no guarantees as to the validity, accuracy, or legal status of any User Content. Nevertheless, we may at any time, with or without notice to you, block, interrupt, delete, or otherwise remove, disable or restrict access to, or refuse to display or transmit any User Content.

6.4. Your Account Information. We value and respect your privacy, and we will only use your Account Information as permitted by this EULA and the Privacy Policy. You represent and warrant to the Welld Parties that your User Content complies (and will at all times continue to comply) with the Acceptable Use Policy. 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. In order for us to provide the Welld Service to you, you 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 (as defined below) in and to your User Content and Account Information, and to exercise Publicity Rights (as defined below) 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. 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 understand and agree 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.

6.5. Third Party Access. You understand and agree that some or all of your Account Information may be accessed and/or viewed or heard by other Welld Users (and other third parties). You hereby grant to each Welld 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). Some portions of the Welld Service may include options or controls to limit the sharing or visibility of your Account Information, and we will respect the choices you make using those options or controls. We will only share your Account Information with third parties as permitted by this EULA and the Privacy Policy.

6.6. Third Party Rights. You represent and warrant to the Welld Parties: (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 the Welld Parties (and their sublicensees) will not infringe the Intellectual Property Rights of any Person; (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.

7. Welld Connections.

7.1. Definitions. As used in this EULA, (i) a "*Welld Connection*" means a connection established between an End User Account and a Licensed Participant; (ii) a "*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; (iii) a "*Participating Fitness Club*" means a Licensed Participant that has been licensed by Welld to access and use the Welld Service in the capacity of a fitness club; (iv) "*Participating Physician*" means a physician or other healthcare provider that is a Licensed Participant and has been licensed by Welld to access and use the Welld Service in the capacity of a healthcare provider; (v) a "*Participating Employer*" means a Licensed Participant that has been licensed by Welld to access and use the Welld Service in the capacity of an employer with the Licensed Participant's employees; 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.

7.2. Generally. You may choose to create or accept Welld Connections with Participating Employers, Participating Fitness Clubs, or Participating Physicians. When you

create or accept a Welld Connection with a Licensed Participant (each, a “*Connected Party*”, collectively “*Connected Parties*”), Welld will share the following categories of your Account Information (“*Shared Account Information*”) with that Connected Party:

7.2.1. Participating Employers. Welld will share the following categories of information with each of your Connected Parties that is a Participating Employer: (i) your Identity and Contact Information, (ii) the status or your enrollment (e.g., “enrolled”, “started”, “completed”) in Program Tracks (as defined below), but not the identity of the specific Program Tracks, (iii) the Challenges (as defined below) 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) the results of any health screenings required by the Participating Employer, and (vi) other Account Information as permitted by this EULA and the Privacy Policy.

7.2.2. Participating Fitness Clubs. Welld will share the following categories of information with each of your Connected Parties that is a Participating Fitness Club: (i) your Identity and Contact Information, (ii) the Program Tracks (as defined below) in which you have enrolled, if any, and the status of your enrollment, (iii) your Program Results (as defined below), (iv) the Challenges (as defined below) 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.

7.2.3. Participating Physicians. Welld will share the following categories of information with each of your Connected Parties that is a Participating Physician: (i) your Identity and Contact Information, (ii) the Program Tracks (as defined below) in which you have enrolled, if any, and the status of your enrollment, (iii) your Program Results (as defined below), (iv) the Challenges (as defined below) 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.

Each 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. (For example, if you establish a Welld Connection with a Participating Physician, your Shared Account Information may be incorporated into the Participating Physician’s electronic health records system and may become part of your medical records maintained by the Participating Physician.) How a Connected Party is permitted to use your Shared Account Information is determined by the nature of your relationship with the Connected Party and any separate agreement you may have with that Connected Party. You understand and agree that Welld is not responsible or liable for any misuse of your Shared Account Information by Licensed Participants.

7.3. Terminating Welld Connections. 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 your Shared Account Information stored in the Welld

Service (other than Identity Verification Information (as defined in the Privacy Policy) available to all Licensed Participants as set forth in the Privacy Policy).

8. Using the Welld Service.

8.1. Permission to Use the Welld Service. Subject to your compliance with this EULA (including the Acceptable Use Policy and the Privacy Policy), we grant you permission to access and use the Welld Service. The permission for you to use the Welld Service is further conditioned on the following: (a) you will use the Welld Service only for your personal use and/or only in your capacity as a Participant Representative (as defined below) on behalf of a Licensed Participant; (b) you will not share your Login Credentials with any other person, (c) you will not permit any other person to access or use the Welld Service through your Welld Account; (d) you will not attempt to reverse engineer, alter, or modify any part of the Welld Service, including the Welld Website or the Welld Software and Apps; and (e) you will comply with all of the provisions of this EULA (including the Acceptable Use Policy and the Privacy Policy). If you violate this EULA (including the Acceptable Use Policy or the Privacy Policy), your permission to use the Welld Service will automatically terminate. Your permission to access and use the Welld Service is personal, non-exclusive, non-assignable, non-sublicensable, and may be limited or revoked by us at any time. We reserve the right, in our sole discretion, to refuse service, to suspend or close your Welld Account, and/or to require you to purchase a paid subscription in order to continue using some or all of the features of the Welld Service.

8.2. Your Responsibilities. You are responsible for maintaining the confidentiality of the Login Credentials used to access your Welld Account. You acknowledge and agree 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 and agree that you may be liable for the losses of the Welld Parties or others due to such unauthorized use.

9. 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. (For example, if you choose to participate in a 10,000 Steps Challenges sponsored by a Participating Employer with whom you have established a Welld Connection, if your Activity Data includes the number of steps you take, Welld will share the number of steps you take with the Participating Employer.)

10. Program Tracks.

10.1. Generally. As used in this EULA, “*Program Track*” means a fitness, health, or exercise program licensed through the Welld Service, and “*Program Results*” means the activities, measurements, outcomes, and results associated with each Program Track in which you have enrolled. The Welld Service allows you to enroll in one or more Program Tracks (each, a “*Track Enrollment*”), but you may use the Welld Service without enrolling in any Program Tracks.

10.2. Track Enrollments. In order to enroll in some Program Tracks, you may be required to purchase a Paid Subscription by paying a fee (a “*Track Subscription Fee*”). When you enroll in a Program Track, information about your Track Enrollment and your Program Results will be shared with your Welld Connections (see Section 7 above). Some Program Tracks may require you to complete the Program Track through a Participating Fitness Club and to establish a Welld Connection with such Participating Fitness Club before enrolling in the Program Track. Some Program Tracks 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 Track. 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 Track Enrollment, that Track Enrollment will be cancelled automatically and you will not receive any refund of any Track Subscription Fee paid for such Track Enrollment.

11. Paid Services.

11.1. Generally. Certain options, upgrades, features, and other components of the Welld Service (each, a “*Paid Service*”), such as certain Program Tracks, are available only to users who have purchased subscriptions to such Paid Services (each, a “*Paid Subscription*”). If you choose to purchase any Paid Subscriptions, you are granted permission to use the applicable Paid Services in connection with your use of the Welld Service for the duration of your Paid Subscriptions. We may change the fees for our Paid Services at any time, but no such fee changes will apply to any of your Paid Subscriptions until such Paid Subscription is renewed.

11.2. Payment.

11.2.1. If you purchase any Paid Subscriptions, you acknowledge and agree that you will provide complete and accurate billing contact and payment information as requested by Welld (your “*Payment Information*”) as part of your Account Information. Subject to the Privacy Policy, your Payment Information may be transmitted to and stored by a third party payment processor.

11.2.2. You are responsible for making full and complete payment for all Paid Subscriptions. In no event are we responsible for any failure to process payment for or renewal of any Paid Subscriptions. In the event of a charge back by a credit card company, or any similar action by a payment processor or provider (a “*Charge Back*”), you agree that we may suspend, cancel, or terminate your Paid Subscriptions and/or suspend or close your Welld Account. If, within five (5) days of the Charge Back, you pay our then current reinstatement fee (see the Welld Fee Schedule at www.welldhealth.com/fees) and all other payments due to us for your Paid Subscriptions, we will reinstate your Paid Subscriptions and your Welld Account. However, we reserve the right, for any reason, to refuse to reinstate your Paid Subscriptions and your Welld Account, in which case we will not accept your payment of the reinstatement fee.

11.3. Expiration and Renewal. Each Paid Subscription will automatically terminate on its expiration date unless we receive and accept full payment from you before such expiration date. Paid Subscriptions may be renewed by payment of the then current renewal fee for the applicable Paid Service. You acknowledge and agree that it is your responsibility to keep and maintain your own records and reminders regarding when your Paid Subscriptions are scheduled

to expire. As a convenience to you, we may send you a reminder notice informing you when the renewal fees for your Paid Subscriptions are due, but we have no obligation to do so.

11.4. Cancellations and Refunds. All purchases of Paid Subscriptions are final. You may cancel a Paid Subscription or close your Welld Account at any time, but we will not issue you a refund. We reserve the right to cancel any of your Paid Subscriptions at any time and for any reason, including without limitation for your violation of any provision of this EULA (including the Privacy Policy). If we cancel any of your Paid Subscriptions for any reason other than for a violation of this EULA, we will issue you a pro-rata refund for the remaining, unused portion of your Paid Subscription, which will be your sole and exclusive remedy in the event of such cancellation or termination.

12. Participant Representatives.

12.1. Generally. As used in this EULA, “*Participant Representative*” means an End User that is authorized by a Licensed Participant (the “*Authorizing Organization*”) to access and use the Welld Service on behalf of such Licensed Participant.

12.2. Data Use Policy. If you are a Participant Representative, you agree that you will access and use the Welld Service and the Account Information of other End Users only in strict accordance with (a) the Welld Data Use Policy located at <https://www.welldhealth.com/legal/data-use-policy> (the “*Data Use Policy*”), as amended from time to time by Welld, and (b) the requirements, directions, and policies of your Authorizing Organization. We may modify the Data Use Policy from time to time, and when we modify the Data Use Policy, we will give you notice by posting the amended Data Use 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 Account Information (as defined below)). The amended Data Use Policy will include an effective date, and the amended Data Use Policy will be effective on that date. If you continue to access or use the Welld Service or the Account Information of other End Users after the Data Use Policy is amended, you agree to be bound by the revised Data Use Policy. If you do not accept the updated Data Use Policy, you agree that you will (a) promptly cease and desist from accessing and using the Welld Service and the Account Information of other End Users, and (b) give written notice resigning as a Participant Representative to your Authorizing Organization. You can access historical versions of the Data Use Policy at: www.welldhealth.com/legal/archive.

12.3. Termination as Participant Representative. You agree (a) that you will only access and use the Account Information of other End Users in your capacity as a Participant Representative on behalf of your Authorizing Organization, and (b) that you will cease and desist from accessing and using the Account Information of other End Users immediately when you cease to be a Participant Representative. Your obligations under this Section 12 and under the Data Use Policy will survive the closing of your Welld Account, your resignation or termination as a Participant Representative, and the expiration or termination of this EULA.

13. Intellectual Property Rights.

13.1. Generally. You acknowledge and agree that, except for User Content and except as otherwise expressly stated in this EULA, Welld (or its licensors) owns all Intellectual Property

Rights in and to the Welld Website and the Welld Service, together with all content and materials displayed, transmitted, performed, included, or provided on or through the Welld Website and the Welld Service, including without limitation all text, titles, photos, graphics, logos, designs, audio and video transmissions and recordings, and other content (collectively, “*Welld Materials*”). Except as otherwise expressly provided in this EULA, we retain all rights in and to the Welld Service and the Welld Materials. As used in this EULA, “*Intellectual Property Rights*” means intellectual property rights arising from or in respect of the following, whether protected, created or arising under the laws of the United States or any other jurisdiction: (a) fictional business names, trade names, company and corporate names, trademarks and service marks (whether registered or unregistered, including any applications for registration of any of the foregoing), logos, Internet domain names, and trade dress rights, together with the goodwill associated with any of the foregoing (collectively, “*Marks*”); (b) inventions, patent applications, and patents issued therefrom in the United States and in all other countries, including all continuations, divisionals, continuations-in-part, inventions registrations, re-examinations, registrations, renewals, utility models, reissues and the like corresponding thereto (collectively, “*Patents*”); (c) copyrights and registrations and applications therefor (collectively, “*Copyrights*”); (d) proprietary and confidential information which constitute trade secrets, such as proprietary and confidential know-how, inventions, discoveries, concepts, ideas, methods, processes, designs, formulae, technical data, drawings, specifications, and data bases in each case excluding any of the foregoing to the extent the rights therein comprise or are protected by Copyrights or Patents (collectively, “*Trade Secrets*”); (e) publicity rights, including without limitation the right to use a Person’s name, image, photo, portrait, voice, sound-alike, likeness, and persona for advertising, marketing, promotional, trade, business, and commercial purposes (collectively, “*Publicity Rights*”); and (f) moral rights and privacy rights (collectively, “*Other IP Rights*”).

13.2. Our Trademarks. The name “Welld” and the graphics, icons, logos, service names, designs, and layouts associated with the Welld Service are the trademarks, service marks, or trade dress of Welld in the United States and/or other countries. You acknowledge and agree that you will not use any of our Marks (including as part of other marks and/or Internet domain names) in connection with any product or service in any manner that is likely to cause confusion or dilution of our Marks. All other Marks are the property of their respective owners.

13.3. 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 agree 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.

14. Links to Third Party Websites. We may provide links on this Site to other websites or services that are not under our control (“*Third Party Sites*”, each a “*Third Party Site*”). In general, any website or service that has an address (or URL) not containing our domain name (welldhealth.com) is a Third Party Site. These links are provided for convenience or reference only and do not indicate (a) any affiliation between Welld and a Third Party Site; or (b) Welld’s approval, sponsorship, or endorsement of a Third Party Site or the organization or individual operating such Third Party Site, and/or (c) any of the information or content contained on such Third Party Site, including products or services that may be sold or advertised on a Third Party Site. We accept no responsibility for, and we expressly disclaim, any warranties or liability relating to, the accuracy, relevancy, copyright compliance, legality, or decency of materials displayed on or contained in any Third Party Site. Your access and use of any Third Party Site is at your own risk. You acknowledge that this EULA contain no representation, warranty, or endorsement by us of any Third Party Site or any of the products, services, information, or other content available on any Third Party Site. Your use of any Third Party Site will be governed by the terms and conditions posted at such Third Party Site, including any privacy policy posted on such Third-Party Site. Your rights and obligations with respect to any of the products, services, information, or other content available at any Third Party Site will be determined by the terms and conditions, if any, posted at such Third Party Site. We encourage you to review the terms and conditions and any privacy statements posted on a Third Party Site, or to contact the operator of a Third Party Site prior to using or providing any information on such Third Party Site.

15. Advertising. The Welld Service may include advertising, which may be targeted to you based on your Account Information, your use of the Welld Service, and other information. In exchange for us granting you permission to access and use the Welld Service, you consent to Welld (and our third party providers, partners, and affiliates) (a) placing such advertising in the Welld Service, and (b) displaying such advertising in connection with the display of your Account Information.

16. Indemnification. As used in this EULA, “*Affiliate*” means any other Person, directly or indirectly controlling, controlled by or under common control with the subject Person, and “*Welld Parties*” means Welld, Legacy Management Group, Inc., a Virginia corporation (“*LMG*”), the Affiliates of each of the foregoing, and the officers, directors, shareholders, members, managers, employees, attorneys, and agents of any of the foregoing. You agree to indemnify, defend, and hold harmless the Welld Parties (and their successors and assigns) from, against, and with respect to any and all liabilities, claims, losses, damages (including without limitation property damage and all incidental, consequential, punitive, special, and exemplary damages), injuries (including without limitation personal injury, sickness, and death), interest, fines, taxes, premiums, assessments, penalties, costs, and expenses (collectively, “*Claims*”), including without limitation any and all attorneys’ fees, paraprofessionals’ fees, and expenses incurred in the defense of Claims (whether or not a suit is instituted and, if so instituted, through all trial and appellate levels), arising out of or related to: (a) your use of and access to the Welld Service; (b) the use of your Welld Account (whether by you or any other Person); (c) your breach or violation of any provision of this EULA, the Privacy Policy, the Acceptable Use Policy, or the Data Use Policy; (d) our exercise of any rights or licenses granted by you to us

(including the use of your Account Information or Feedback); (e) any inaccuracy in or breach of any of the representations or warranties made by you; (f) your violation or alleged violation of any law or infringement of any third party right, including without limitation any Intellectual Property Rights or privacy rights; (g) your negligence, recklessness, or willful misconduct; or (h) any claim that your use of the Welld Service caused damage to a third party. Welld will have the exclusive right: (i) to select legal counsel to defend Claims, (ii) to direct the defense or settlement of Claims, (iii) to make, accept, or reject any offers of settlement of Claims, (iv) to enter into any settlement, and (v) to admit or deny fault or liability. Notwithstanding the foregoing, nothing in this EULA requires you to indemnify, defend, or hold harmless the Welld Parties (or any other person) for any Claims to the extent that such Claims occur as a result of our gross negligence, recklessness, or willful misconduct. The provisions of this Section 16 apply to the fullest extent permitted by applicable law.

17. Claims of Intellectual Property Infringement.

17.1. Generally. We respect the Intellectual Property Rights of others, and we require each of our users to do the same. We take claims of infringement of Intellectual Property Rights seriously, and we reserve the right, in our sole discretion, to block, interrupt, delete, or otherwise remove, disable or restrict access to, or refuse to display or transmit (collectively, “*Remove*” or “*Removing*”) any User Content. In appropriate cases and in our sole discretion, we may Remove User Content if properly notified that such User Content infringes a third party’s Intellectual Property Rights. It is our policy, in appropriate circumstances, to disable and/or close the Welld Accounts of users who are repeat infringers. Without limiting any of our rights to take other action described in this EULA, including without limitation, immediately Removing or modifying Infringing Content (as defined below) without notice, we will, within a reasonable period of time following our receipt in writing of a final, non-appealable court order finding that specific User Content infringes a third party’s Intellectual Property Rights (“*Infringing Content*”), Remove or modify such Infringing Content in the jurisdictions to which such order applies.

17.2. Reporting Claims of Copyright Infringement.

17.2.1. Digital Millennium Copyright Act (DMCA) Notice Procedures. Welld will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or through the Welld Service infringe your copyright, you may request removal of those materials (or access thereto) from the Welld Service by submitting written notification to the Welld Intellectual Property Agent (designated below). In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (the “*DMCA*”), the written notice (the “*DMCA Notice*”) must include substantially the following:

- Your physical or electronic signature;
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Welld Service, a representative list of such works;
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material;

- Adequate information by which we can contact you (such as your name, mailing address, telephone number, and, if available, an e-mail address);
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law;
- A statement that the information in the written notice is accurate; and
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Welld's designated Intellectual Property Agent to receive DMCA Notices is:

Chris Craytor
Welld Health, LLC
455 2nd Street SE, Suite 301
Charlottesville, VA 22902
434-984-3800
legal@welldhealth.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Welld Service is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

17.2.2. DMCA Counter-Notification Procedures. If you believe that your User Content was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with Welld (a "*DMCA Counter-Notice*") by submitting written notification to the Welld Intellectual Property Agent (identified above). Pursuant to the DMCA, the DMCA Counter-Notice must include substantially the following:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled;
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled;
- Your name, address, and telephone number (and if you wish to facilitate Welld's ability to contact you, your e-mail address); and
- A statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if your address is outside of the United States, for any judicial district in which Welld may be found), and that you will

accept service of process from the person who provided us with the DMCA Notice at issue.

The DMCA allows Welld to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your DMCA Counter-Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the Welld Service was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

17.3. Reporting Claims of Other Intellectual Property Infringement. If you believe any User Content accessible on or through the Welld Service infringes your Intellectual Property Rights (other than your copyrights), you may request removal of the User Content (or access thereto) from the Welld Service by submitting written notification to the Welld Intellectual Property Agent (designated above). The written notice (an "*Infringement Notice*") must include all of the following:

- Your physical or electronic signature.
- Identification and description of the Intellectual Property Rights you believe to have been infringed. If you are reporting a claim of trademark infringement, your written notice must identify the exact trademark, service mark, or other mark (and if the mark is anything other than standard characters, you must include a copy of the mark), a description of the goods or services for which you believe you have trademark rights, the registration number and office of registration (if applicable), and a description of the reason why you believe the User Content ("*Alleged Infringing Content*") causes a likelihood of confusion with or dilution of your mark.
- Identification of the Alleged Infringing Content you believe to be infringing in a sufficiently precise manner to allow us to locate it. Adequate information by which we can contact you (such as your name, mailing address, telephone number, and, if available, an e-mail address).
- A statement that you have a good faith belief that use of the Alleged Infringing Content is not authorized by the owner of the Intellectual Property Rights, the owner's agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are the authorized owner of the Intellectual Property Rights or that you are authorized to act on behalf of the owner of the Intellectual Property Rights.

Upon receipt of an Infringement Notice, we may act in any manner that we deem reasonable and appropriate, including without limitation, temporarily or permanently Removing the Alleged Infringing Content described in such Infringement Notice. However, we will generally endeavor to provide a copy of the Infringement Notice to the user or Channel Operator who is responsible for the applicable Alleged Infringing Content (the "*Responsible Party*") and request that such

Responsible Party provide a written response to the party alleging infringement (the “*Asserting Party*”) or to us, in which case we will forward such response to the Asserting Party, together with the Responsible Party’s contact information (name, address and e-mail address). If the Responsible Party’s response is not satisfactory to the Asserting Party, or the Responsible Party fails to respond within ten (10) business days of the date we forward the Infringement Notice, we may disclose, if known, the name, address, e-mail address, and other contact information of such Responsible Party to the Asserting Party, in which case, such Responsible Party and such Asserting Party will communicate directly to resolve the matters alleged in such Infringement Notice. Thereafter, but without limiting our rights to take any other action that we deem appropriate or reasonable (including Removing the Alleged Infringing Content), we will Remove or otherwise act with respect to the Alleged Infringing Content upon a written direction from both the Asserting Party and the Responsible Party or in accordance with Section 17.1 above.

WELLD HAS NO RESPONSIBILITY OR LIABILITY TO ANY PERSON FOR REMOVING ANY USER CONTENT OR OTHER CONTENT OR MATERIALS. EACH USER EXPRESSLY AND FOREVER WAIVES ALL CLAIMS AGAINST THE WELLD PARTIES ARISING OUT OF OR RELATING TO THE TEMPORARY OR PERMANENT SUSPENSION OR REMOVAL OF ANY USER CONTENT OR OTHER CONTENT OR MATERIALS.

You agree that if you knowingly materially misrepresent that User Content or activity on the Welld Service is infringing Intellectual Property Rights, you will be held liable for (and will reimburse and pay the Welld Parties for) costs and fees (including attorneys’ fees) and other damages incurred by Welld in reviewing, investigating, addressing, and responding to your written notice and the claims made in such notice.

18. Disclaimers and Limitation of Liability - *PLEASE READ CAREFULLY: This Section 18 limits the liability of the Welld Parties (including Welld Affiliates).* The provisions of this Section apply to the maximum extent permitted under applicable law. Some jurisdictions restrict or do not permit the limitation of liability in contracts or the disclaimers of implied warranties, so some or all of the provisions of this Section 18 may not apply to you.

18.1. WELLD IS NOT A HEALTHCARE PROVIDER. THE INFORMATION AND CONTENT PROVIDED ON THE WELLD WEBSITE AND 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 ON THE WELLD WEBSITE OR THROUGH THE WELLD SERVICE MAY NOT BE APPLICABLE TO YOU OR APPROPRIATE FOR YOUR SITUATION. NEITHER THE WELLD WEBSITE NOR THE WELLD SERVICE ARE INTENDED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY DISEASE. MOREOVER, THE CONTENT OF THE WELLD WEBSITE, THE WELLD SOFTWARE AND APPS, AND 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 WEBSITE, THE WELLD SOFTWARE AND APPS, OR 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 THIS SITE AND/OR WHILE USE THE WELLD SERVICE. YOU SHOULD ALWAYS CONSULT YOUR PHYSICIAN BEFORE BEGINNING ANY DIET OR EXERCISE PROGRAM.

18.2. You understand that we cannot and do not guarantee or warrant that content or materials available for downloading from the Internet or transmitted through the Welld Service will be free of viruses, malware, or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus and anti-malware protection and for maintaining a means external to the Welld Service for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, MALWARE, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT, DAMAGE, OR DELETE YOUR DEVICES OR DATA DUE TO YOUR USE OF THE WELLD SERVICE (INCLUDING THE WELLD WEBSITE AND THE WELLD SOFTWARE AND APPS) OR YOUR ACCESSING OR DOWNLOADING ANY WELLD MATERIALS OR OTHER MATERIALS AVAILABLE ON OR THROUGH THE WELLD SERVICE OR LINKED TO FROM THE WELLD SERVICE.

18.3. TO THE FULLEST EXTENT PERMITTED BY LAW, WE HAVE NO LIABILITY OF ANY KIND TO YOU OR OTHERS AS A RESULT OF ANY LOSS, THEFT, DELETION, DESTRUCTION, ALTERATION, OR CORRUPTION OF, DAMAGE, UNAUTHORIZED ACCESS TO, OR FAILURE TO TRANSMIT, STORE, BACKUP, OR ENCRYPT ANY ACCOUNT INFORMATION OR ANY DATA OR FILES STORED ON ANY DEVICE USED TO ACCESS THE WELLD SERVICE OR STORED IN ANY THIRD PARTY SERVICE OR ACCOUNT CONNECTED TO YOUR WELLD ACCOUNT.

18.4. TO THE FULLEST EXTENT PERMITTED BY LAW, YOUR USE OF THE WELLD WEBSITE, THE WELLD SOFTWARE AND APPS, THE WELLD SERVICE, AND ALL CONTENT AND INFORMATION THAT IS PROVIDED OR CAN BE ACCESSED USING THE WELLD WEBSITE, THE WELLD SOFTWARE AND APPS, OR THE WELLD SERVICE AT YOUR OWN RISK AND ALL OF THE FOREGOING ARE PROVIDED “**AS IS**”, “**WITH ALL FAULTS**” AND “**AS AVAILABLE**”, AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED.

18.5. TO THE FULLEST EXTENT PERMITTED BY LAW, THE WELLD PARTIES HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND RELATING TO THE WELLD WEBSITE, THE WELLD SOFTWARE AND APPS, THE WELLD SERVICE, AND ALL CONTENT AND INFORMATION THAT IS PROVIDED OR CAN BE ACCESSED USING THE WELLD WEBSITE, THE WELLD SOFTWARE AND APPS, OR THE WELLD SERVICE, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. NONE OF THE WELLD PARTIES MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, COMPLETENESS, APPROPRIATENESS, LEGALITY, SAFETY, OR AVAILABILITY OF THE WELLD WEBSITE, THE WELLD SOFTWARE AND APPS, THE WELLD SERVICE, OR ANY CONTENT AND INFORMATION THAT IS PROVIDED ON, OR WHICH CAN BE

ACCESSED USING, THE WELLD WEBSITE, THE WELLD SOFTWARE AND APPS, OR THE WELLD SERVICE. WITHOUT LIMITING THE FOREGOING, NONE OF THE WELLD PARTIES REPRESENTS OR WARRANTS THAT THE WELLD WEBSITE, THE WELLD SOFTWARE AND APPS, THE WELLD SERVICE, AND ANY CONTENT AND INFORMATION THAT IS PROVIDED ON, OR WHICH CAN BE ACCESSED USING, THE WELLD WEBSITE, THE WELLD SOFTWARE AND APPS, OR THE WELLD SERVICE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WELLD SERVICE, THE WELLD WEBSITE, THE WELLD SOFTWARE AND APPS, OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WELLD WEBSITE, THE WELLD SOFTWARE AND APPS, THE WELLD SERVICE, OR ANY CONTENT AND INFORMATION THAT IS PROVIDED, OR WHICH CAN BE ACCESSED USING, THE WELLD WEBSITE, THE WELLD SOFTWARE AND APPS, OR THE WELLD SERVICE WILL OTHERWISE MEET ANY OF YOUR NEEDS OR EXPECTATIONS.

18.6. TO THE FULLEST EXTENT PERMITTED BY LAW, NONE OF THE WELLD PARTIES WILL HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES SUFFERED BY YOU OR ANY OTHER PERSON ARISING OUT OF, RELATED TO, OR ASSOCIATED WITH (A) YOUR USE OF THE WELLD WEBSITE, THE WELLD SOFTWARE AND APPS, AND/OR THE WELLD SERVICE, (B) THE USE OF THE WELLD WEBSITE, THE WELLD SOFTWARE AND APPS, AND/OR THE WELLD SERVICE BY ANY OTHER PERSON, OR (C) THE OPERATION OR MALFUNCTION OF THE WELLD WEBSITE, THE WELLD SOFTWARE AND APPS, AND/OR THE WELLD SERVICE, REGARDLESS OF WHETHER OR NOT SUCH PERSONS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18.7. TO THE FULLEST EXTENT PERMITTED BY LAW, THE LIABILITY OF THE WELLD PARTIES TO YOU OR ANY OTHER PERSON FOR ANY REASON AND UPON ANY CAUSE OF ACTION (WHETHER BASED IN TORT, CONTRACT, OR ON ANY LEGAL OR EQUITABLE GROUND OR THEORY OF RECOVERY) ARISING OUT OF OR RELATING TO YOUR USE OF THE WELLD WEBSITE, THE WELLD SOFTWARE AND APPS, AND/OR THE WELLD SERVICE, WILL BE LIMITED TO ACTUAL DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, TORT, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, NON-INFRINGEMENT, AND OTHER CAUSES OF ACTION OR ALLEGATIONS.

18.8. You and Welld acknowledge that the disclaimers and limitations of liability in this Section 18 represent the bargained for allocations of risk, and that the consideration received by Welld from you under this EULA represents such allocations of risk. You acknowledge and agree: (a) that neither Welld nor any Person or entity acting, or purporting to act, on behalf of Welld has made any representations to you other than those representations expressly made by Welld in this EULA, and (b) that in connection with your acceptance of this EULA, you have not relied upon any representations made by Welld or any Person or entity acting, or purporting to

act, on behalf of Welld other than those representations and warranties expressly made by Welld in this EULA.

18.9. SOME JURISDICTIONS EITHER DO NOT ALLOW OR OTHERWISE LIMIT THE PERMISSIBLE SCOPE OF DISCLAIMERS AND LIMITATIONS SUCH AS THOSE APPEARING IN THIS SECTION 18. ACCORDINGLY, SOME OF THE LIMITATIONS AND DISCLAIMERS APPEARING IN THIS SECTION MAY NOT APPLY TO YOU. THE PROVISIONS OF THIS SECTION 18 WILL CONTINUE TO APPLY EVEN IF YOU STOP USING THE WELLD WEBSITE, THE WELLD SOFTWARE AND APPS, OR THE WELLD SERVICE AND WILL SURVIVE THE CLOSING OF YOUR WELLD ACCOUNT AND THE EXPIRATION OR TERMINATION OF THIS EULA.

18.10. 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. The limitations of liability set forth in this Section 18: (a) only apply to the extent permitted by law, and (b) do not apply to the extent that such liability results from our gross negligence, recklessness, or willful misconduct.

18.11. 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.

19. Governing Law and Interpretation. This EULA will be governed by and construed in accordance with the laws of the Commonwealth of Virginia and the applicable federal laws of the United States, without regards to the conflicts of law provisions of any jurisdiction. Without limiting the foregoing provision, you and Welld expressly agree: (a) that the Virginia Uniform Computer Information Transactions Act, Virginia Code §§ 59.1-501.1 *et seq.* (“UCITA”), and the United Nations Convention on Contracts for the International Sale of Goods (“CISG”) are expressly excluded from this EULA, (b) that any and all terms contained in UCITA or CISG will have no force or effect on any portion of this EULA, and (c) that UCITA and CISG do not apply to this EULA or the Welld Service. If any ambiguity or question of intent or interpretation arises, this EULA will be construed as if drafted jointly by Welld and you, and no presumptions or burden of proof will arise favoring or disfavoring Welld or you by virtue of authorship of any of the provisions of this EULA. We retain all rights at law and in equity to enforce the provisions of this EULA in accordance with applicable laws.

20. Dispute Resolution – PLEASE READ CAREFULLY: *This Section 20 includes important provisions that affect your legal rights, including a waiver of the right to a jury, a waiver of the right to participate in a class action or similar proceeding, a limitation of the period of time for bringing a claim against us, and an agreement that any court proceedings will take place only in Charlottesville, Virginia, United States.*

20.1. Initial Dispute Resolution. 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 initiating an arbitration proceeding 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 arbitration or a lawsuit.

20.2. Agreement to Binding Arbitration. If you and Welld do not reach a mutually agreed resolution within a period of thirty (30) days from the time informal dispute resolution is first pursued pursuant to Section 20.1, then either you or Welld may initiate binding arbitration. Any controversy, dispute, or claim arising out of or relating to (a) this EULA (including, but not limited to, the interpretation and scope of the arbitration provisions in this Section 20.2 and the arbitrability of the controversy, dispute, or claim), (b) the formation, performance, or breach of this EULA, or (c) alleged infringement by Welld or the Welld Service of any Intellectual Property Rights, will be settled by binding arbitration administered by the American Arbitration Association (the “AAA”) in accordance with its Commercial Arbitration Rules, excluding any rules or procedures governing or permitting class actions, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. (The AAA’s rules governing the arbitration may be accessed at www.adr.org or by calling the AAA at 1.800.778.7879.) The arbitrator(s) will have the power to rule on any challenge to the jurisdiction of the arbitrator(s) or to the validity or enforceability of any portion of the agreement to arbitrate. Claims will be heard by a single arbitrator, unless the claim amount exceeds \$1 Million United States Dollars, in which case the dispute will be heard by a panel of three arbitrators. In arbitrations having one arbitrator, the arbitrator will be selected by the AAA. In arbitrations with three arbitrators, within fifteen (15) days after the commencement of arbitration, each party will select one person to act as arbitrator and the two selected will select a third arbitrator within ten days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator will be selected by the AAA. The place of arbitration will be Charlottesville, Virginia, United States, and the arbitration will be conducted in English. The arbitration will be governed by the laws of the Commonwealth of Virginia and the applicable federal laws of the United States. The arbitrator(s) will have no authority to award punitive or other damages not measured by the prevailing party’s actual damages, except as may be required by applicable laws. The arbitrator(s) may award injunctive relief for infringement of Intellectual Property Rights or any violation of the Acceptable Use Policy. Except as otherwise expressly required by law, the arbitrator(s) will not award consequential, punitive, special, or exemplary damages in any arbitration initiated under this Section 20.2. To the extent permitted by applicable law, each party will bear its own costs and expenses (including attorneys’ fees) and an equal share of the arbitrators’ and administrative fees of arbitration. The award of the arbitrator(s) (the “*Underlying Award*”) will be accompanied by a reasoned opinion. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, except that that the parties may disclose such information to the extent required by law and to their respective attorneys, agents, and professional advisors who have a legitimate need to know such information. The Underlying Award may be appealed pursuant to the AAA’s Optional Appellate Arbitration Rules (“*Appellate Rules*”), and the Underlying Award will not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired. Appeals must be initiated within thirty (30) days of receipt of an Underlying Award, as defined

by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with any AAA office. Following the appeal process, the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof.

20.3. Class Action and Class Arbitration Waiver. You and Welld further agree that any lawsuit or arbitration will be conducted in your and Welld's individual capacities only and not as a class action or other representative action, and you and Welld expressly waive the right to file a class action or seek relief on a class basis. If the arbitrator(s) or any court determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that arbitration can proceed on a class basis, then Section 20.2 will not apply and will not be considered a part of this EULA and the parties will be deemed not to have agreed to arbitrate disputes.

20.4. Right to Opt Out. You have the right to opt out of the arbitration and class action waiver provisions in Sections 20.2 and 20.3 by completing, signing, and mailing a written notice in the form of the following Welld Opt Out Form within sixty (60) days after the date you first began using the Welld Service. The Welld Opt Out Form must be completed in its entirety, signed by you, and mailed to Welld Health, LLC, Attn: Chris Craytor, 455 2nd Street SE, Suite 301, Charlottesville, VA 22902. You understand and agree that you are responsible for retaining proof of mailing and delivery. If you exercise your option to opt out as provided in this Section 20.4, then Sections 20.2 and 20.3 will not apply and will not be considered a part of this EULA.

20.4.1. Welld Opt Out Form.

I am writing to provide notice that I am opting out of the Agreement to Binding Arbitration and the Class Action and Class Arbitration Waiver contained in the Welld End User License Agreement. Pursuant to the opt-out procedures listed in the Welld End User License Agreement, I am providing the following information:

My Name:

My Address:

My Phone Number:

My Welld Username:

My E-mail Address associated with my Welld Account:

Signature:

Date:

Please mail this completed form to the following address:

Welld Health, LLC
Attn: Chris Craytor
455 2nd Street SE, Suite 301

Charlottesville, VA 22902

This Welld Opt-Out Form must be postmarked no later than sixty (60) days after the date you accept the Welld End User License Agreement for the first time. It is your responsibility to mail the Welld Opt-Out Form by the applicable deadline and to retain proof of mailing and delivery.

20.5. Limited Exceptions.

20.5.1. Small Claims Court Claims. Notwithstanding Section 20.2 above, if you and Welld do not reach a mutually agreed resolution within a period of thirty (30) days from the date informal dispute resolution is first pursued pursuant to Section 20.1, then either you or Welld may assert claims, if they qualify, in the small claims division of the General District Court in Albemarle County Virginia, United States or the small claims division of the General District Court in the City of Charlottesville, Virginia, United States.

20.5.2. Injunctive Relief. You acknowledge and agree that any violation of the Acceptable Use Policy may cause irreparable harm to the Welld Parties (or other Users), for which monetary damages would not be an adequate remedy. Therefore, notwithstanding Sections 20.1 and 20.2 above, you agree that: (a) Welld will be entitled to immediate injunctive relief to enjoin any actual, suspected, threatened, or potential violation by you of the Acceptable Use Policy; (b) Welld will be entitled to such injunctive relief without any obligation (i) to post a bond or other security, or (ii) to prove actual damages or to prove that monetary damages will not provide an adequate remedy; (c) the provisions of Sections 20.1 and 20.2 will not apply to any action by Welld seeking such injunctive relief; and (d) you will not oppose or otherwise challenge the appropriateness of injunctive relief or the entry by a court of competent jurisdiction of an order granting injunctive relief.

20.6. Service of Process. To the fullest extent permitted by law, if your Account Information does not contain your current and accurate physical address (or if we are unable, after reasonable efforts, to effect service of process on you at such physical address), you hereby irrevocably agree to accept service of process by any means of communication associated with your Welld Account or through any contact information in your Account Information, including without limitation, service by U.S. mail, e-mail, SMS or text messages sent to a mobile phone number, or messages or alerts displayed or sent to you through the Welld Website or the Welld Software and Apps, or social media messages, posts, or tweets, and you waive any objections to service of process by such methods.

20.7. Time Period for Bringing Claims. TO THE FULLEST EXTENT PERMITTED BY LAW: YOU MUST COMMENCE OR FILE ANY CLAIM OR ACTION 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 WELLD OF ANY OF ITS OBLIGATIONS UNDER THIS EULA, OR (D) ACTUAL OR ALLEGED INFRINGEMENT BY ANY OF THE WELLD PARTIES OR THE WELLD SERVICE OF ANY INTELLECTUAL PROPERTY RIGHTS WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CLAIM OR CAUSE OF ACTION IS PERMANENTLY BARRED. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU

EXPRESSLY WAIVE THE RIGHT TO COMMENCE OR FILE ANY SUCH CLAIM OR ACTION UNDER ANY LONGER STATUTE OF LIMITATIONS.

20.8. Venue for Judicial Actions. To the extent that the provisions of Section 20.2 do not apply (for example, if you exercise your right to opt out of the arbitration provisions by giving notice as required in Section 20.4, or if any arbitrator(s) or court determines that any of the provisions of Sections 20.2 or 20.3 are void or unenforceable, or for small claims brought pursuant to Section 20.5.1, or for requests by Welld for injunctive relief pursuant to Section 20.5.2), you and Welld agree as follows:

20.8.1. Any and all claims and disputes 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 of the obligations under this EULA, or (d) actual or alleged infringement by you, any of the Welld Parties or Affiliates, or the Welld Service of any Intellectual Property Rights, will be commenced and maintained only in a state or federal court of competent subject matter jurisdiction situated or located in Albemarle County, Virginia, United States or the City of Charlottesville, Virginia, United States. YOU AND WELLD BOTH CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN ANY SUCH COURT (AND IN ANY OF THE APPROPRIATE APPELLATE COURTS THEREFROM) AND IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION (INCLUDING WITHOUT LIMITATION ANY OBJECTION BASED ON INCONVENIENT FORUM) WHICH YOU OR Welld MAY NOW OR HEREAFTER HAVE TO VENUE IN ANY SUCH COURT.

20.9. 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, ANY OF THE WELLD PARTIES OR AFFILIATES, OR THE WELLD SERVICE OF ANY INTELLECTUAL PROPERTY RIGHTS. YOU CERTIFY AND ACKNOWLEDGE THAT: (1) NONE OF THE WELLD PARTIES HAS 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.

21. Acceptable Use Policy.

21.1. Third Party Intellectual Property Rights. You are not allowed to use the Welld Service in any way that infringes the Intellectual Property Rights of any of the Welld Parties or of any other person, and you represent and warrant to us that the User Content that you post,

display, upload, transmit, or otherwise make available on or through the Welld Service does not infringe any person's Intellectual Property Rights.

21.2. Safety and Rights of Others. You agree that you will not:

21.2.1. Use the Welld Service for the purpose of exploiting or harming (or attempting to exploit or harm) minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;

21.2.2. Transmit spam, junk mail, chain letters, pyramid schemes, or the like through the Welld Service;

21.2.3. Use any software or other technology to attempt to profile or identify any Welld User;

21.2.4. Upload to or transmit through the Welld Service any other person's Health Information or private or sensitive information, including, for example, Social Security numbers or taxpayer identification numbers, passport numbers, driver's license numbers or other government-issued identification numbers, bank account numbers, credit or debit card numbers, login or authentication credentials (such as passwords), non-public contact information (including phone numbers, street or mailing addresses, and e-mail addresses), addresses or locations that are considered and treated as private, images or videos that are considered and treated as private under applicable laws, or other similar information, unless you have permission of such person to do so;

21.2.5. Delete, add to, or modify any User's Account Information without that User's permission;

21.2.6. Use the Welld Service to engage in phishing;

21.2.7. Use the Welld Service to publish falsehoods or misrepresentations that could damage or harm any of the Welld Parties or any other person;

21.2.8. Submit any content that is obscene, defamatory, libelous, slanderous, threatening, harassing, abusive, embarrassing, hateful, or racially or ethnically offensive to any other person, or that is unlawful or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; or

21.2.9. Use the Welld Service to impersonate any person.

21.3. No Disruptive Activities. We want all of our users to enjoy a high quality experience when using the Welld Service. You agree that you will not:

21.3.1. Send any content or materials to or through the Welld Service that do not comply with this EULA;

21.3.2. Access or use the Welld Service using the Login Credentials or Welld Account of another User;

21.3.3. Circumvent, compromise, or undermine the security or integrity of the Welld Website, the Welld Software and Apps, or the Welld Service, or attempt to do so;

21.3.4. Probe, scan, or test the vulnerability of the Welld Website, the Welld Software and Apps, or the Welld Service, or an systems, networks, servers, computers, devices, or equipment owned, controlled, or used by any of the Welld Parties or our users;

21.3.5. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any part of the Welld Website, the Welld Software and Apps, or the Welld Service, or any server, network, computer, device, system, or database owned, controlled, or used by any of the Welld Parties (or any User) or related to, associated with, or connected to the Welld Service;

21.3.6. Use any automated device, process, or means (such as robots or spiders) to access or use the Welld Service for any purpose, including monitoring or copying any Welld Materials;

21.3.7. Attack the Welld Website or the Welld Service via a denial-of-service or distributed denial-of-service attack;

21.3.8. Use the Welld Service in any manner that we believe could disable, overburden, damage, impair, or interfere with the proper operation of the Welld Service;

21.3.9. Interfere with or disrupt the performance or integrity of the Welld Service or any data transmitted by or through the Welld Service;

21.3.10. Engage in any other conduct that, in our determination, restricts or inhibits anyone's use or enjoyment of the Welld Service or that may harm any of the Welld Parties or our users or expose the Welld Parties or our users to liability; or

21.3.11. Transmit any viruses, Trojan horses, worms, malware, or other material which is malicious or technologically harmful through the Welld Service.

21.4. Banned Users. We reserve the right to permanently ban any user who violates this Acceptable Use Policy (or any other provision of the EULA). You agree that if you are banned you will not, at any time after being banned, access or use the Welld Website, the Welld Software and Apps, or the Welld Service.

21.5. Adult Content. Users are prohibited from uploading, posting, or transmitting any content that includes visual depictions of nudity, pornography, sexual acts, the consumption of illegal substances, or acts of violence, or any content that is inappropriate for minors.

22. Termination and Closing Your Welld Account.

22.1. Generally. We reserve the right, at any time and without any liability to you, to modify, suspend, disable, or close your Welld Account or your Account Information (in whole or in part), and to suspend or terminate your permission to access and use the Welld Service for violation of this EULA (including the Privacy Policy), or for any other reason. If you wish to end your relationship with us, you may close your Welld Account at any time.

22.2. Welld Connections and Account Information. When your Welld Account is closed: (a) all of your Welld Connections will automatically terminate; (b) all of your Health Information stored in the Welld Service will be de-identified, anonymized, or deleted; and (c) we may, in our discretion, permanently delete any or all of your Account Information. 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.

22.3. Termination. This EULA and all rights, licenses, and permission granted by Welld to you will automatically terminate when your Welld Account is closed. Any termination, cancellation, or expiration of this EULA notwithstanding, provisions which are by their terms intended to survive and continue will so survive and continue, including without limitation Sections 6.3, 6.4, 6.6, 7.2, 12, 13, 16, 17, 18, 19, 20, and 21.

23. Miscellaneous.

23.1. Definitions. As used in this EULA:

23.1.1. “Laws” (or “*laws*”) means all constitutions, treaties, ordinances, statutes, codes, rules, regulations, orders, injunctions, writs, or decrees of any government or political subdivision or agency thereof, or any court or similar entity established by any thereof, and the common law arising from final, non-appealable decisions of any government authority.

23.1.2. “Person” (or “*person*”) means any individual, corporation, limited liability company, partnership, limited liability partnership, association, joint-stock company, trust, unincorporated organization, joint venture, court or government or political subdivision or agency thereof, any other business entity or legal entity, and any legal person.

23.1.3. “United States” and “*U.S.*” means the United States of America.

23.2. Relationship Between You and Welld. 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 any of the Welld Parties. You will not have apparent or actual authority to bind any of the Welld Parties to any debt, contract, or other arrangement.

23.3. Further Assurances. You agree to execute, acknowledge, and deliver all such further documents, and take such further action, as may be reasonably required to carry out and consummate the transactions contemplated by this EULA.

23.4. Non-Waiver. The failure of you or Welld to exercise or enforce any right or provision of this EULA will not operate as a waiver of your or our right to do so later.

23.5. Severability. If any provision of this EULA is finally determined to be void, unenforceable, invalid, or otherwise contrary to law or equity, you and Welld agree to reform (or as necessary, authorize the arbitrator(s) or court to reform) this EULA to the extent necessary to cure (or if necessary, delete) such provision, and that the remainder of this EULA that can be given effect without the benefit of such provision will be given effect.

23.6. No Assignment. This EULA is personal to you. Neither this EULA nor any of your rights or obligations may be sold, transferred, delegated, subcontracted, or assigned by you without our prior written consent, and any attempt to do so without such consent will be void, and no rights will devolve by operation of law or otherwise upon any assignee, receiver, liquidator, trustee, or other person. Welld may sell, transfer, delegate, subcontract, or assign any or all of its rights or obligations hereunder. Subject to the foregoing, this EULA will be binding upon and inure to the benefit of the Parties and their respective successors, assigns, and legal representatives.

23.7. Headings and Gender. The descriptive headings in this EULA are inserted for convenience only and do not constitute a part of this EULA. Throughout this EULA, wherever the context requires or permits, the neuter gender will be deemed to include the masculine and feminine. Throughout this EULA, the referents of masculine, feminine, and gender neutral pronouns will not be limited to referents of the specified gender. The words “*include*”, “*includes*”, and “*including*” are not limiting, the word “*or*” is not exclusive, and the words “*herein*”, “*hereunder*”, and “*hereof*” refer to this EULA.

23.8. Entire Agreement. This EULA contains the entire agreement and understanding between you and Welld with respect to the transactions contemplated hereby, and this EULA supersedes and replaces any other prior or contemporaneous agreements, terms, or conditions applicable to the subject matter of this EULA.

17. Contacting Us. If you have any questions about this End User License Agreement (including the Privacy Policy), 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.