

WellAware Terms of Service

THESE TERMS OF SERVICE (“TERMS”) ARE A LEGAL CONTRACT BETWEEN YOU AND WELLAWARE HOLDINGS, INC. (“WELLAWARE”, “WE” OR “US”). THE TERMS EXPLAIN HOW YOU ARE PERMITTED TO USE WELLAWARE’S SUBSCRIPTION NETWORK MONITORING AND DATA MANAGEMENT SERVICE THROUGH OUR WEB-BASED PORTAL LOCATED AT THE URL: <https://www.lift.wellaware.us> (THE “SITE”) AND VIA OUR MOBILE APPLICATION (THE “APP” AND COLLECTIVELY WITH THE SITE, THE “SERVICE”) BY USING SITE OR DOWNLOADING, INSTALLING AND USING THE APP, YOU ARE AGREEING TO ALL OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THIS SITE, APP OR ANY INFORMATION CONTAINED ON OR ACCESSED THROUGH THE SERVICE.

Changes.

WellAware may make changes to the Service or any part thereof at any time. WellAware may change, update, add or remove provisions of these Terms at any time by posting the updated terms at <https://www.wellaware.us/terms-of-service/>. By using the Service after WellAware has updated the Terms, you are agreeing to all the updated Terms; if you do not agree with any of the updated Terms, you must stop using the Service. Please review the Terms on a regular basis.

Intellectual Property and License to Use the Site and App.

The Service, including, without limitation, designs, text, graphics, pictures, reviews, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, the “Materials”), is the intellectual property of WellAware and/or its licensors, and is protected by United States and international copyright laws and international treaties. Except as expressly stated herein, these Terms do not grant you any intellectual property rights in the Service, and all rights not expressly granted are reserved by WellAware and its licensors. You shall not modify, adapt, translate, or create derivative works based upon the Service. You shall not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code for the Site and/or App. You agree that you will not disclose any of WellAware’s non-public information, including, without limitation, the App software and related documentation (“Proprietary Information”) to anyone without WellAware’s written consent. You agree to hold all Proprietary Information in confidence and to use reasonable measures to protect the Proprietary Information from unauthorized disclosure and dissemination. As between you and WellAware, all Proprietary Information will remain WellAware’s sole and exclusive property. Upon the termination of these Terms, or at any time upon WellAware’s written request, you will return to WellAware or destroy the Proprietary Information, keeping no copies regardless of form.

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monitoring and data management service (the “Subscription Monitoring Service”). Except for the foregoing license, you have no other rights in the Site or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Site or Materials in any manner, or use the Site or Materials other than for their intended purpose.

The App is licensed, not sold. Subject to the terms and conditions of contained herein, WellAware hereby grants you a non-transferable, non-sublicenseable, non-exclusive, revocable license to install one object code copy of the App on one mobile device owned or leased solely by you, solely for your use in submitting and accessing the Content (as defined below) stored by you on the Subscription Monitoring Service. You must have a computer or mobile device that is compatible with the App. WellAware does not warrant that the App will be compatible with all mobile devices.

Accounts and Passwords.

Before you can use the Service, you must have an account with WellAware (an “Account”). A WellAware administrator will create your Account and provide you with a username and password (the “Password”) that will allow you to access the Site and/or use the Subscription Monitoring Service via the App.

You are responsible for maintaining the confidentiality of your Password, and you are responsible for all activities that occur using your Password. You agree not to share your Password, let others access or use your Password or do anything else that might jeopardize the security of your Password. You agree to notify WellAware if your Password is lost, stolen, if you are aware of any unauthorized use of your Password, or if you know of any other breach of security in relation to the Site, App or Subscription Monitoring Service.

Content: Ownership and Control.

Except for what is licensed to you under these Terms and the software, Materials and results that comprise the App, Site and Subscription Monitoring Service, WellAware does not claim ownership in or to any Content transmitted, stored, or processed using the Service. For purposes of these Terms, “Content” shall include all of data or information, regardless of form; including, without limitation, data files, queries, text and images, that you submit, access and otherwise use on or through the Service. You represent and warrant that if you use any Content in connection with the Service: (i) you will have all the rights in the Content necessary for use with the Service; and (ii) the handling, storage, use or transmission of Content will not violate any law, regulation or provision of these Terms.

Prohibited Content.

WellAware does not control, verify, or endorse Content that you use in connection with the Service. You may not submit, upload, post or otherwise make available Content protected by copyright, trademark, or any other proprietary right without the express permission of the owner

of such copyright, trademark or other proprietary right owned by a third party, and the burden of determining whether any material is protected by any such right is on you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, patents, proprietary rights, violation of contract, privacy or publicity rights or any other harm resulting from any Content. You agree to not provide, make available or transmit Content for use with the Service that: (i) is in breach of confidentiality or your privacy obligations, or those of a third party; (ii) encourages or constitutes conduct that would be deemed a criminal offense, gives rise to a civil liability, or otherwise is contrary to the law in any jurisdiction; (iii) is harmful to software and hardware, including, and without limitation, computer viruses, Trojan horses, corrupted data, or other technology, code or data; or (iv) violates the intellectual property rights of others.

Acceptable Use.

You must not use the Service to: (i) harm others, engage in any unlawful or fraudulent activity or perpetrate a hoax or engage in phishing schemes or forgery or other similar falsification or manipulation of data; (ii) damage, disable, overburden, or impair the App, Site, Subscription Monitoring Service or any other software to services with which the Service interacts; (iii) resell or redistribute the Service; (v) use any unauthorized means to modify, reroute, or gain access to the Service; (vi) use any automated process or service to access or use the Service; (vii) abuse, harass, stalk or otherwise violate the legal rights of a third party; or (viii) share passwords or other access information or devices or otherwise authorize, allow or enable any third party to access or use the Service.

Links to Third Party Sites.

The Service may contain links to third-party websites or resources that are not owned or controlled by WellAware. You acknowledge and agree that WellAware is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. WellAware does not control nor does it review, research, verify, validate or approve the third-party sites to which the Service may be linked. Such links, therefore, do not imply any endorsement by WellAware of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

Open Source Software.

Certain software provided with the Service is subject to the provisions of open source license agreements, which may include, without limitation, the GNU Lesser General Public License and the Mozilla Public License (“Open Source Software”). The terms of your use of such Open Source Software is subject to and governed by the respective Open Source Software licenses, except that this Section and the Sections of these Terms entitled “Limitation of Liability” and “Disclaimer of Warranties” also govern your use of the Open Source Software. You agree to

comply with the terms and conditions contained in all such Open Source Software licenses. For the avoidance of doubt, the definition of Service shall not include Open Source Software.

Trademarks.

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Disclaimer of Warranties.

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Limitation of Liability.

IN NO EVENT SHALL WELLWARE, ITS LICENSORS, OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, OR AFFILIATES, BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHER FORM, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE

SERVICE, EVEN IF WELLAWARE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF, OR COULD REASONABLY HAVE PREVENTED, SUCH DAMAGES. THE LIMITS IN THIS SECTION ARE ENFORCEABLE UNLESS OTHERWISE SPECIFICALLY EXCLUDED OR LIMITED BY LAW. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THESE TERMS, NEITHER WELLAWARE NOR ITS LICENSORS SHALL BE LIABLE FOR ANY DAMAGES REGARDING THE USE OR OPERATION OF ANY OPEN SOURCE SOFTWARE FURNISHED IN CONNECTION WITH THESE TERMS.

Indemnification.

You are solely liable for your use of the Service, including the use of all Content uploaded or transmitted in connection therewith. You agree to indemnify and hold harmless WellAware, its licensors, and its officers, directors, shareholders, employees, contractors, and affiliates from any claim, action, demand, loss, and/or damages (including attorneys' fees) made or incurred by any third party arising out of or relating to your use of the Service, including your conduct and all Content, and/or your violation of these Terms.

Export Control Rules.

You may not use or otherwise export or re-export the Site or App except as authorized by U.S. law and the laws of the jurisdiction in which the Site is accessed or the App was obtained. By using the Service, you represent and warrant that (a) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country; and (b) you are not on any U.S. government list of prohibited or restricted parties.

Commercial Items.

The App and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the U.S.

Applicable Law and Order of Precedence.

These Terms and your use of the Service shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) are specifically

disclaimed. Any action arising out of or relating to these Terms shall be brought only in the state and federal courts located in Bexar County, Texas, and you hereby submit to the jurisdiction of such courts. Notwithstanding the foregoing, WellAware may seek injunctive relief in any court of competent jurisdiction, without posting bond, to enjoin any breach of these Terms, in addition to any other rights or remedies WellAware may have available at law or in equity.

The Service is made available to you from the United States of America and may not be appropriate for use in other locations. If you use the Service or any part thereof outside the United States of America, you are solely responsible for following applicable local laws.

Termination and Severability.

WellAware reserves the right to temporarily suspend or terminate your access to all or any part of the Service or the Site's or App's access to the Subscription Monitoring Service at any time in WellAware's sole discretion, with or without notice, or to terminate your license to use the Service and to block or prevent future access to and use of the Service. If any provision of these Terms or the application of such provision to any person or circumstance shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of these Terms or the application of such provisions, as applied to other persons, places and circumstances, shall remain in full force and effect.

Additional Mobile Application Terms.

The following additional terms and conditions apply with respect to any App that WellAware provides to you designed for use on an Apple iOS-powered mobile device (an "iOS App"):

- You acknowledge that these Terms are between you and WellAware only, and not with Apple, Inc. ("Apple").
- Your use of the iOS App must comply with Usage Rules set forth in Apple's then-current App Store Terms of Service.
- WellAware, and not Apple, is solely responsible for our iOS App and the services and content available thereon. You acknowledge that Apple has no obligation to provide maintenance and support services with respect to the iOS App. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to the iOS App and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of the iOS App to conform to any warranty.
- You agree that WellAware, and not Apple, is responsible for addressing any claims by you or any third party relating to the iOS App or your possession and/or use of the iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by these Terms and any law applicable to us as provider of the iOS App.
- You agree that WellAware, and not Apple, shall be responsible, to the extent required by these Terms, for the investigation, defense, settlement and discharge of any third party

intellectual property infringement claim related to the iOS App or your possession and use of the iOS App.

- You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.
- You agree to comply with all applicable third party terms of agreement when using the iOS App (e.g., you must not be in violation of your wireless data service terms of agreement when using the iOS App).
- You agree that Apple and Apple’s subsidiaries are third party beneficiaries to these Terms as its terms relate to your license to use the iOS App. Upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you its terms they relate to your license of the iOS App as a third party beneficiary thereof..

The following additional terms and conditions apply with respect to any App that WellAware provides to you designed for use on an Android-powered mobile device (an “Android App”):

- You acknowledge that these Terms are between you and WellAware only, and not with Google, Inc. (“Google”).
- Your use of WellAware’s Android App must comply with Google’s then-current Android Market Terms of Service.
- Google is only a provider of the Android Market where you obtained the Android App. WellAware, and not Google, is solely responsible for the Android App and the services and content available thereon. Google has no obligation or liability to you with respect to Android App or these Terms.

Contact Us.

If you have any questions about these Terms or otherwise need to contact WellAware for any reason, you can reach us at WellAware Holdings, Inc., 3424 Paesanos Parkway, Suite 200, San Antonio, TX 78231 or by email at: support@wellaware.us