

health.network

Startup Terms of Service

This Startup Terms of Service (this “Agreement”) is made between b.well Connected Health, Inc., a Delaware corporation (“b.well,” “we,” “us”), and any entity (“Customer,” “you”) that attests to meeting b.well’s Startup eligibility criteria and executes the applicable Order Form. b.well and Customer may each be referred to as a “Party” and collectively as the “Parties.”

This Agreement consists of: (a) the applicable Order Form; (b) these General Terms; (c) the b.well Acceptable Use Policy (AUP), published at icanbwell.com/legal/health-network-startup-acceptable-use-policy/ and (d) the Data Processing Addendum (DPA), published at icanbwell.com/legal/health-network-startup-data-processing-addendum/. Together, these documents constitute the complete agreement between the Parties and supersede all prior agreements relating to the same subject matter.

By executing the Order Form or accessing any b.well Product or Service, you agree to be bound by this Agreement. If you do not agree, do not sign the Order Form or access the Products or Services.

b.well may update this Agreement from time to time. Updates are effective upon posting at icanbwell.com/legal/health-network-startup-terms-of-service. Your continued use of the Products and Services constitutes acceptance. If any revision materially and adversely affects your use, you may terminate upon seven (7) days’ written notice to b.well. After termination, you will have no right to use the Products or Services.

1. License

b.well grants you a personal, non-exclusive, non-transferable, non-sublicensable, limited, and revocable license to access and use the b.well Platform and Products identified in the applicable Order Form solely in accordance with this Agreement and b.well's Documentation. This license commences on the Effective Date and remains in force until terminated or expired in accordance with this Agreement.

You may not:

- sublicense, resell, or allow any third party (other than your Consumer End Users as part of normal product operation) to access or use the Products or Services;
- use the Products or Services to develop or market any product that competes with b.well;
- modify, reverse engineer, decompile, or derive source code from any Company Software;
- use b.well's Marks except as expressly permitted herein; or
- claim any ownership of or license to the Products, Services, or b.well's Marks.

b.well may modify, update, interrupt, suspend, or discontinue any Product or Service at any time without notice or liability. You agree to implement all Updates, defined as the most recent version of Embeddable Software Components minus the two most recent releases. A violation of this Section is a material breach, and b.well may immediately suspend or terminate your access in addition to all other available remedies.

2. Eligibility and Sentinel Events

b.well is entitled to rely on the information you provide in your enrollment forms and Order Form. Material inaccuracies are grounds for immediate termination.

b.well reserves the right to audit your ongoing compliance with the Startup eligibility criteria. You agree to maintain records sufficient to validate eligibility and to notify b.well within five (5) business days of any Sentinel Event, as defined in the Order Form.

If your eligibility status changes, this Agreement terminates at b.well's option upon 30 days' written notice. You may enter into a separate commercial agreement at that time.

3. Customer Obligations

You agree to:

- implement, deploy, and maintain the latest supported releases of Company Software as identified in applicable Documentation;
- provide first-tier support, education, and training to your Consumer End Users;

- provide to b.well all Consumer End User data reasonably necessary for effective deployment of the Services, and ensure b.well has access to user tracking data necessary for platform analytics and improvement;
- store all user data collected through the b.well Platform exclusively within the b.well platform infrastructure;
- display b.well's name and Marks prominently within all applications and communications where the Products and Services are used; and
- participate in a case study of your use of the Platform, as more fully described in the Order Form.

You agree not to:

- use the Products or Services for any purpose other than as set forth in this Agreement;
- omit, obscure, or override any b.well branding, disclosures, or consent mechanisms required by b.well or Applicable Law;
- represent or imply that your products are endorsed or certified by b.well beyond what is expressly authorized; or
- take any action that would subject b.well to regulatory action or third-party claims.

4. Payment

b.well will invoice you in accordance with the Order Form. All fees are payable in U.S. dollars, net thirty (30) days from the invoice date, by wire or ACH transfer. The Annual Platform Fee is billed in advance and is non-refundable. New User and Per User Per Month fees are billed monthly in arrears.

If you fail to pay any undisputed amount within ten (10) days after b.well provides written notice of an overdue balance, b.well may suspend your access. Overdue balances accrue interest at 1.5% per month. Pricing does not include applicable taxes and duties, which will be invoiced separately.

5. Confidentiality

Each Party will protect the other's Confidential Information with at least the same care it uses for its own, but no less than reasonable care. Neither Party will use the other's Confidential Information for any purpose other than performing its obligations under this Agreement, or disclose it except to employees, contractors, or advisors who have a need to know and are bound by confidentiality obligations at least as restrictive as this Agreement, or as required by law.

This Agreement—including its terms and pricing—is the Confidential Information of b.well and may not be shared with third parties without b.well's prior written consent.

The receiving Party shall promptly notify the disclosing Party of any breach or compromise of Confidential Information. Upon termination or request, the receiving Party shall destroy all Confidential Information and certify such destruction in writing.

Confidentiality obligations survive termination of this Agreement.

6. Data: Aggregation, Analysis, and AI

You grant b.well the rights described in this Section as a material part of the consideration for the below-market Startup pricing offered under this Agreement.

6.1 Data Aggregation and Analysis

Subject to compliance with Applicable Law, b.well may:

- use Customer Data and combine it with data from other customers to conduct internal analyses that enhance the performance of b.well Products and Services;
- de-identify Customer Data in accordance with Applicable Law and use such De-Identified Data to operate, improve, and develop its Products and Services; and
- anonymously share analyses derived from Customer Data with third parties (e.g., market research, industry reports) provided that such analyses do not identify Customer or its Consumer End Users.

6.2 AI Training

Customer authorizes b.well to use Consented End User Data, which may include Identified Training Data, for AI Development Purposes, subject to the following conditions:

- this authorization is limited to Consumer End Users who have affirmatively opted in to AI training through b.well's consent mechanism and have not subsequently withdrawn consent;
- b.well will not sell or transfer the underlying data to third parties as a standalone commercial product or data asset; and
- b.well will honor Consumer End User consent withdrawals within a commercially reasonable period, but is not required to retrain or destroy model weights upon withdrawal.

6.3 Interaction Data

Customer authorizes b.well to collect, retain, and use Bailey™ Interaction Data—subject to Consumer End User consent—to operate and improve the Bailey conversational AI experience, train b.well's underlying AI models, and develop new features within b.well's product suite.

6.4 b.well's Obligations

In connection with data use authorized under this Section, b.well will obtain and document opt-in consent from each Consumer End User prior to using their data for AI Development Purposes, maintain systems to track and honor consent status and withdrawals, comply with industry-recognized standards for governance of Identified Training Data, and maintain records sufficient to support individual deletion requests.

7. Maintenance and Support

b.well will respond to support requests submitted through b.well's service desk ticket system within one (1) week. Support is available via b.well's designated service desk only; b.well does not offer phone support or dedicated account management under the Startup package. Support does not include pre-implementation planning, custom integrations, or corrections to improperly implemented Customer integrations.

8. Intellectual Property

b.well owns all right, title, and interest in and to the Products, Services, Company Software, and Marks. All rights not expressly granted to you are reserved. Any improvements, modifications, or enhancements to the Products or Services—even if made at Customer's request or with Customer's input—are owned exclusively by b.well.

You may voluntarily provide feedback or suggestions to b.well. You grant b.well an irrevocable, royalty-free right to use any feedback for any purpose without obligation to you.

9. Disclaimers and Limitations of Liability

ACCESS TO AND USE OF B.WELL PRODUCTS AND SERVICES IS PROVIDED TO CUSTOMER "AS IS" AND "AS AVAILABLE." ALL RISKS PERTAINING TO THE USE OF A PLATFORM SERVICE ARE ASSUMED BY CUSTOMER. B.WELL MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT.

b.well may modify, update, interrupt, suspend, or discontinue any Product or Service at any time without notice or liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER B.WELL, ITS AGENTS, EMPLOYEES, CONTRACTORS, NOR ANY OTHERS INVOLVED IN MAKING PRODUCTS OR SERVICES AVAILABLE WILL BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOSSES RESULTING FROM LOST PROFITS (WHETHER DIRECT OR INDIRECT), LOST DATA, OR BUSINESS INTERRUPTION IN CONNECTION WITH B.WELL PRODUCTS OR SERVICES, EVEN IF B.WELL IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS APPLY TO ALL CLAIMS, INCLUDING CLAIMS IN CONTRACT AND TORT.

Customer hereby releases, discharges, and agrees to indemnify, defend, and hold b.well, its agents,

employees, and contractors harmless—including costs, liabilities, and legal fees—from any claim or demand made by any third party arising out of or relating to: (i) Customer's access to or use of the Products or Services; (ii) Customer's violation of the AUP; or (iii) infringement by Customer of any intellectual property or other right of any person or entity. Customer agrees not to settle any such matter without b.well's prior written consent.

10. General

Governing Law

This Agreement is governed by the laws of the State of Delaware, without regard to its conflict of laws rules. All disputes will be resolved exclusively in the federal or state courts of New Castle County, Delaware, and the Parties consent to personal jurisdiction therein.

Publicity and Brand

Customer will prominently display b.well's name and Marks in all applications and communications where the Products and Services are used. b.well may: (a) list Customer's name and logo in its marketing materials as a customer of b.well upon execution; (b) issue a press release or public statement referencing the Parties' commercial relationship within sixty (60) days of execution, subject to Customer's prior written approval (not to be unreasonably withheld); and (c) use Customer's name and Mark in marketing materials and on b.well's website without further approval.

No Contract Changes

This Agreement may not be amended or modified by Customer. b.well reserves the right to modify these terms, with notice as described in the preamble. Customer may not assign or transfer this Agreement without b.well's prior written consent; any purported assignment is null and void.

Relationship of Parties

The Parties are independent contractors. This Agreement does not create any agency, partnership, joint venture, or employment relationship. There are no third-party beneficiaries under this Agreement.

Notices

All notices of breach or termination must be in writing and delivered to the addresses provided in the Order Form. Notice by nationally recognized overnight courier is effective upon receipt; notice by U.S. first class mail is effective on the third (3rd) day after mailing.

Force Majeure

Neither Party is liable for delays or failures caused by events beyond its reasonable control, including pandemics, acts of government, natural disasters, or labor disputes.

Severability and Waiver

If any provision of this Agreement is held invalid or unenforceable, it will be enforced to the maximum extent permissible and the remaining provisions will remain in effect. No waiver of any right on one occasion constitutes a waiver on any other occasion.

Electronic Signatures

This Agreement may be executed by electronic signature (e.g., DocuSign or equivalent) and delivered electronically, which shall be as effective as an original signed agreement.

Integration

In the event of inconsistency among components of this Agreement, priority is given in the following

order: (a) Order Forms; (b) these General Terms and Exhibits; and (c) Documentation and other incorporated materials.

Contact

Legal notices and compliance questions: legal@b.well | b.well Connected Health, Inc., 145 West Ostend Street, Suite 300, Baltimore MD 21230.

Exhibit A — Definitions

The following defined terms apply throughout this Agreement:

“AI Development Purposes” means the development, training, fine-tuning, validation, testing, and improvement of b.well’s artificial intelligence and machine learning models, algorithms, and product features, including the Bailey™ conversational AI experience, solely for use within b.well’s own products and services.

“Applicable Law” means any statute, law, ordinance, regulation, rule, judgment, order, or other requirement of any federal, state, or local government or court of competent jurisdiction that applies to a Party, including all laws applicable to the processing of personal data.

“Bailey Interaction Data” means the inputs, outputs, queries, responses, and related metadata generated by Consumer End Users’ interactions with the Bailey™ conversational AI feature.

“Company Software” means any software, applications, code, programs, algorithms, data, databases, and related materials developed or deployed by b.well, including Source Code and software upgrades, made available through Products or Services.

“Confidential Information” means any non-public information of a Party or its Affiliates that is marked confidential or that a reasonable person would understand to be confidential. Confidential Information includes pricing, financial terms, roadmaps, technical specifications, and trade secrets. It does not include information that: (a) is independently developed by the receiving Party; (b) enters the public domain without breach; (c) is lawfully obtained from a third party; or (d) constitutes Personal Information of a Consumer End User.

“Consented End User Data” means health records data and Bailey Interaction Data attributable to Consumer End Users who have provided valid, specific, and informed opt-in consent to b.well for AI Development Purposes, and have not subsequently withdrawn consent.

“Consumer End User” means any individual who accesses b.well’s products or the b.well Branded Experience through Customer’s platform.

“Customer Data” means any data, content, or information uploaded, submitted, or otherwise provided by Customer, its Permitted Users, or Consumer End Users for Processing by or through the Products or Services.

“De-Identified Data” means Customer Data that has been de-identified in accordance with the de-identification requirements of Applicable Law and prevalent industry standards.

“Documentation” means written materials in electronic or physical form that apply to or describe the Products and Services, including implementation guides, support guides, and other b.well-provided materials, which may be updated by b.well from time to time.

“Force Majeure Event” means any event beyond a Party’s reasonable control, including pandemics, power outages, acts of government, natural disasters, labor disputes, acts of war, or terrorism.

“Identified Training Data” means Consented End User Data used for AI Development Purposes that is retained in a form that may be associated with an identifiable individual.

“Intellectual Property Rights” means all registered and unregistered rights granted, applied for, or otherwise in existence under any intellectual property or proprietary rights laws, including patents, copyrights, trademarks, trade secrets, and database rights, in any jurisdiction.

“Marks” means the names, trademarks, service marks, trade names, trade dress, designs, and logos of either Party.

“Order Form” means b.well’s order form that references this Agreement and is used to effectuate Customer’s license or purchase of Products and Services.

“Permitted User” means any individual authorized by Customer to use the Products and Services, including Customer’s employees, contractors, and Consumer End Users, subject to the restrictions in this Agreement.

“Products” means the Development Tools and Documentation described in the applicable Order Form.

“Sentinel Event” has the meaning set forth in the Order Form.

“Services” means any Company Software and related computing, processing, hosting, software-as-a-service, maintenance, or other services that b.well provides under an Order Form.

“Update” means the most recent version of the Embeddable Software Components, minus the two most recent releases.