This Mobile Application End User License Agreement ("Agreement") is a binding agreement between you ("End User" or "you") and Limeade, Inc. and all of its affiliated companies (collectively "Company"). This Agreement governs your use of the Limeade ONE application on any applicable platform (including all related documentation, the "Application"). The Application is licensed and not sold to you under the terms of this Agreement.

BY DOWNLOADING, INSTALLING OR USING THE APPLICATION YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF SUFFICIENT LEGAL AGE IN YOUR STATE OF RESIDENCE TO ENTER INTO THIS AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL OR USE THE APPLICATION AND DELETE IT FROM YOUR MOBILE DEVICE OR WHEREVER YOU HAVE DOWNLOADED, INSTALLED OR USED SAME.

- 1. <u>License Grant</u>. Subject to the terms of this Agreement, Company grants you a limited, non-exclusive, and nontransferable license to:
 - a. download, install, and use the Application for your personal, non-commercial use on a single mobile device you own or otherwise control ("Mobile Device") according to the Application's documentation (if any); and
 - b. access, stream, download, and use on such Mobile Device the Content and Services (as defined in Section 5) the Application makes accessible to you according to this Agreement and any Terms of Service that apply to such Content and Services.
- 2. <u>License Restrictions</u>. You shall not: (a) copy the Application; (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application; (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof; (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof; (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time; or (f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application.
- 3. <u>Reservation of Rights</u>. You acknowledge and agree that the Application is provided under license and not sold to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Company and its licensors and service providers reserve and shall retain all entire right, title, and interest in and to the Application including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.
- 4. <u>Collection and Use of Your Information</u>. You acknowledge that when you download, install, or use the Application, Company may use automatic means (including, for example, cookies and web beacons) to collect information about your Mobile Device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application or certain of its features or functionality, and the Application may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this Application is subject to our Privacy Statement that can be found here: https://limeade.com/Privacy.aspx. By downloading, installing, using, and providing information to or through the Application, you acknowledge that you have reviewed the Privacy Statement and consent to all actions taken by us with respect to your information in compliance with same.
- 5. <u>Content and Services</u>. The Application may provide you with access to Company's platform solution provided to and for your employer (the "Platform") and products and services accessible thereon, and certain features, functionality, and content accessible on or through the Application may be hosted on

the Platform (collectively "Content and Services"). Your access to and use of such Content and Services are governed by the Platform's Terms of Service and Privacy Statement located at https://limeade.com/tos.aspx and https://limeade.com/Privacy.aspx, which are incorporated herein by this reference. Your access to and use of such Content and Services may require you to acknowledge your acceptance of such Terms of Service and Privacy Statement and/or to register with the Platform, and your failure to do so may restrict you from accessing or using certain of the Application's features and functionality. Any violation of such Terms of Service will also be deemed a violation of this Agreement and could impact the license granted herein.

- 6. <u>Updates</u>. Company may from time to time develop and provide Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet either: (a) the Application will automatically download and install all available Updates; or (b) you may receive notice of or be prompted to download and install available Updates. You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. All Updates are part of the Application and subject to all terms and conditions of this Agreement.
- 7. <u>Third-Party Materials</u>. The Application may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising (collectively "Third-Party Materials"). Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Company does not assume and will not be liable or responsible for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.
- 8. Term and Termination.
 - a. The term of this Agreement commences when you install the Application and continues until terminated by you or Company as set forth in this Section 8.
 - b. You may terminate this Agreement by deleting the Application and all copies thereof from your Mobile Device and any other devices.
 - c. Company may terminate this Agreement at any time without notice if it ceases to support the Application (which Company may do in its sole discretion) or if Company's agreement with your employer is terminated for any reason. This Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.
 - d. Upon termination of this Agreement: (i) all rights granted to you under this Agreement will also terminate; and (ii) you must cease all use of the Application and delete all copies of the Application from your Mobile Device or other devices and account.
 - e. Termination will not limit any of Company's rights or remedies at law or in equity.
- 9. <u>Disclaimer of Warranties</u>. THE APPLICATION IS PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER

SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

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

- 10. <u>Limitation of Liability</u>. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR: (A) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR (B) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.
- 11. <u>Export Regulation</u>. The Application may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Application available outside the US.
- 12. <u>Severability</u>. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.
- 13. <u>Governing Law</u>. This Agreement is governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Application shall be instituted exclusively in the federal courts of the United States or the courts of the State of Washington in each case located in Seattle and King County. You waive all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.
- 14. <u>Entire Agreement</u>. This Agreement, the Terms of Service, and our Privacy Statement constitute the entire agreement between you and Company with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.
- 15. <u>Waiver</u>. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.