

**Dwellwell Analytics, Inc.  
Terms of Use Agreement**

**Last Updated Date: April 3, 2024**

Welcome and thank you for your interest in Dwellwell Analytics Inc. (“**Dwellwell**”, **Company**”, “**we**”, “**us**” or “**our**”). This Terms of Use Agreement (“**Terms of Use**”, and together with any applicable Supplemental Terms (as defined in Section 2.2 (Supplemental Terms)), the “**Agreement**”) describes the terms and conditions that apply to your use of (i) the website located at <https://dwellwell.ai> and its subdomains (collectively, the “**Website**”), (ii) our web application, i.e., app.dwellwell.ai, and (iii) any mobile application(s) that we offer subject to this Agreement (each, an “**Application**”), and your purchase and use of our products, devices, systems, services, and other resources available on or enabled via our Website or any Application, including, without limitation, dHubs, dNodes, the Dwellwell Starter Kit (collectively, with our Applications and Website, the “**Service**”).

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT GOVERNS THE USE OF THE SERVICE AND APPLIES TO ALL USERS VISITING OR ACCESSING THE SERVICE. BY ACCESSING OR USING THE SERVICE IN ANY WAY, ACCEPTING THIS AGREEMENT BY CLICKING ON THE “I ACCEPT” BUTTON, COMPLETING THE ACCOUNT REGISTRATION PROCESS, BROWSING THE WEBSITE OR DOWNLOADING THE APPLICATION, YOU REPRESENT THAT: (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH COMPANY, (3) YOU ARE NOT BARRED FROM USING THE SERVICE UNDER THE LAWS OF THE UNITED STATES, YOUR PLACE OF RESIDENCE OR ANY OTHER APPLICABLE JURISDICTION; AND (4) YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT PERSONALLY. **IF YOU DO NOT AGREE TO BE BOUND BY THE AGREEMENT, YOU MAY NOT ACCESS OR USE THE SERVICE.**

**IF YOU SUBSCRIBE TO ANY FEATURE OR FUNCTIONALITY OF THE SERVICE FOR A TERM (THE “INITIAL TERM”), THEN YOUR SUBSCRIPTION WILL BE AUTOMATICALLY RENEWED FOR ADDITIONAL PERIODS OF THE SAME DURATION AS THE INITIAL TERM AT COMPANY’S THEN-CURRENT FEE FOR SUCH FEATURES AND FUNCTIONALITY UNLESS YOU OPT OUT OF THE AUTOMATIC RENEWAL OF SERVICE TERM IN ACCORDANCE WITH SECTION 0 (AUTOMATIC RENEWAL) BELOW.**

**SECTION 16 (ARBITRATION AGREEMENT) CONTAINS PROVISIONS THAT GOVERN HOW TO RESOLVE DISPUTES BETWEEN YOU AND COMPANY. AMONG OTHER THINGS, SECTION 16 (ARBITRATION AGREEMENT) INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND US SHALL BE RESOLVED BY BINDING AND FINAL ARBITRATION. SECTION 16 ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER. PLEASE READ SECTION 16 (ARBITRATION AGREEMENT) CAREFULLY.**

**UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT (AS DEFINED IN SECTION 16) WITHIN THIRTY (30) DAYS IN ACCORDANCE WITH SECTION 16.10 (30-DAY RIGHT TO OPT OUT): (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.**

ANY DISPUTE, CLAIM OR REQUEST FOR RELIEF RELATING IN ANY WAY TO YOUR PURCHASE OF OUR PRODUCTS/SYSTEMS OR YOUR USE OF THE SERVICE WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF MARYLAND, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED FROM THIS AGREEMENT.

PLEASE NOTE THAT IF YOU OPT-IN TO OBTAIN TEXT MESSAGES FROM COMPANY, SECTION 2.4 (TEXT MESSAGE SERVICES) OF THIS AGREEMENT BELOW CONTAINS TERMS RELATED TO OUR TEXT MESSAGE SERVICES.

THE AGREEMENT IS SUBJECT TO CHANGE BY COMPANY IN ITS SOLE DISCRETION AT ANY TIME AS SET FORTH IN SECTION 17.6 (AGREEMENT UPDATES).

**1. PURCHASE OF EQUIPMENT REQUIRED TO USE SERVICE.** Dwellwell's Service is a combination of equipment, software embedded therein ("**Embedded Software**"), software applications, and hosted services. You are required to purchase all tangible devices and equipment ("**Equipment**") necessary to use the Service. Your purchase of the Equipment is subject to this Agreement. In order to use the Service, you are required to download the Licensed Application available at both the Apple App Store and Google Play Store. You are solely responsible for any fees, including internet connection or mobile fees, that you incur when accessing the Service.

**1.1 Order Acceptance; Returns.** Your receipt of an electronic or other form of order confirmation does not signify Company's acceptance of your order, nor does it constitute confirmation of our offer to sell. Company reserves the right at any time after receipt of your order to accept or decline your order for any reason. Company further reserves the right any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item. Upon our delivery of the Equipment to you, your order will be deemed accepted by Company. We may require additional verifications or information before activating our Service. All sales of Equipment are subject to Company's then-current return policies, as posted on our Website at <https://dwellwell.ai/returns>. Title and risk of loss of each shipment of products will pass to Customer upon delivery to address provided to Company.

**1.2 Limited Equipment Warranty.** We provide a limited warranty for Equipment purchased via our Website, which is available at <https://dwellwell.ai/returns> (the "Limited Warranty and Returns Policy"). If you have any issues with your Equipment, please consult our limited warranty for further information.

**1.3 End of Life Replacements.** From time to time, Company may no longer support certain Equipment and such Equipment shall no longer be compatible with the Services. Company shall provide you with at least ninety (90) days' notice that it plans to withdraw support or otherwise plans to declare the end of life of any Equipment that is still under the Limited Warranty and Returns Policy (a "**Covered Product**"), provided that if Company declares the end of life of any Covered Product within the applicable warranty period set forth in the Limited Warranty and Returns Policy ("**Warranty Period**"), Company shall provide replacement Equipment free of charge; and if Company provides written notice of the end of life of any Equipment after the Warranty Period has expired but before the sixtieth (60<sup>th</sup>) month of the date of your purchase of such Equipment, Company will offer you a twenty-five percent (25%) discount towards the purchase of corresponding replacement Equipment. If you choose not to transition to new Equipment following the Company's provision of notice of its withdrawal of support in accordance with this Section and such Equipment is still considered a Covered Product, Company shall have the option of (i) continuing to provide up to one (1) year of support for

such discontinued Equipment, and Company shall not be liable for providing Services in connection with the old Equipment after such time frame or otherwise that would not be commercially practical, or (ii) accepting the return of the Equipment and providing you with a refund of the purchase price less amounts attributable to your use of the Equipment.

**2. USE OF THE SERVICE.** The Service and the information available via the Service are protected by applicable intellectual property (including copyright) laws. Your right to access and use the Service, in whole or in part, is subject to this Agreement.

**2.1 Application License.** Subject to your compliance with this Agreement, Company grants you and your Authorized Users a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the Application on one or more Devices (as defined below) that you own or control and use to run such copy of the Application solely for your own personal purposes. For purposes of this Agreement, “**Authorized Users**” are those members of your household or third parties that you authorize to use our Application and Service with respect to the property reflected in your account registration.

**2.2 Hosted Services.** Subject to the terms and conditions contained in this Agreement, Company hereby grants to you, and your Authorized Users (as defined below), a non-exclusive, non-transferable right to access the features and functions of the Licensed Application to receive any hosted Services that you purchase or otherwise subscribe to during the term of your subscription, solely for use by you and your Authorized Users in connection with the Equipment in accordance with the terms and conditions herein. You and your Authorized Users are solely responsible for your choice of installation locations and for the proper installation of the equipment.

**2.3 Software.** All Embedded Software as well as all software utilized in connection with the Service (collectively, “**Software**”) shall remain the sole and exclusive property of Company or its licensors, and no title to Software or any intellectual property contained therein shall pass to you. You shall have the nonexclusive right to use such Embedded Software only in connection with your use of the accompanying Equipment and other Software in connection with use of our Service, and you shall not copy, modify, reverse engineer or disassemble, or permit others to copy, modify, or disassemble, any Software, nor modify, adapt, translate, reverse engineer, disassemble, decompile, or otherwise attempt to derive source code from any Software.

**2.4 Supplemental Terms.** Your use of, and participation in, certain features and functionality of the Service may be subject to additional terms (“**Supplemental Terms**”). Such Supplemental Terms will either be set forth in the applicable supplemental Service or will be presented to you for your acceptance when you sign up to use the supplemental Service. If these Terms of Use are inconsistent with the Supplemental Terms, then the Supplemental Terms control with respect to such supplemental Service.

**2.5 Updates.** You understand that the Service is evolving. As a result, Company may require you to install updates to the Software or Applications that you have installed on the devices through which you access or use the Service (“**Device**”). You acknowledge and agree that Company may update the Service with or without notifying you. You may need to update the Application from time to time in order to continue to use the Service. Any future release, update or other addition to the Service shall be subject to this Agreement.

**2.6 Text Message Services.** Company may offer one or more mobile message programs (collectively, the “**Message Service**”) that allows users to receive SMS/MMS mobile messages by opting-in such as through online or application-based enrollment forms. Regardless of the opt-in method you use to enroll, you agree that your use of the Message Service is governed by this Agreement. We do not charge for

the Message Service, but you are responsible for all charges and fees associated with mobile messaging imposed by your wireless carrier and you acknowledge that your carrier may charge you or deduct usage credit from your account when you text us or we send messages to you. Message and data rates may apply. By enrolling a telephone number in the Message Service, you authorize us to send recurring SMS and MMS mobile messages to the number you specify, and you represent that you are authorized to receive mobile messages at such number. The messages sent through the Message Service may include information related to alerts and events detected in the property being monitored by the service, updates related to your account and/or use of the service, new feature enhancements and updates related to the Service. You agree that these messages may be transmitted using an automatic telephone dialing system (“ATDS”), other automated systems for the selection or dialing of telephone numbers, or different technology. Your consent to receive mobile messages via an ATDS or other automated system for the selection or dialing of numbers is not required (directly or indirectly) as a condition of purchasing any property, goods or services. While you consent to receive messages sent using an ATDS, the foregoing shall not be interpreted to suggest or imply that any or all of our messages are sent using such a system. Message frequency varies. If you do not wish to continue participating in a Message Service program we offer, you agree to change your enrollment settings in the Application. You may receive an additional mobile message confirming your decision to opt out. You understand and agree that the foregoing option is the only reasonable method of opting out. You acknowledge that our text message platform may not recognize and respond to unsubscribe requests and agree that we and our service providers will have no liability for failing to honor such requests. You also understand and agree that the only method of opting out is to change your settings in the Application and that texting words or verbally requesting one of our employees to remove you from our list, is not a reasonable means of opting out. If you have questions or need assistance with your account, you may email us at [support@dwellwell.ai](mailto:support@dwellwell.ai). Our Message Service may not be available in all areas or supported by all carriers or all devices. Check with your carrier for details. Delivery of mobile messages is subject to effective transmission from your wireless carrier/network operator and is outside of our control. We and the wireless carriers supported by the Message Service are not liable for any failed, delayed or undelivered messages. If you decide to change your mobile phone number, you agree to first opt out of each Message Service program in which your number is enrolled. For clarity, you acknowledge and agree that any disputes between you and us related to the Message Service will be governed by Section 16 (Arbitration Agreement).

### **3. REGISTRATION.**

**3.1 Registering Your Account.** In order to access certain features of the Service, you will be required to register an account on the Service (“**Account**”) and have an account with the app store from which you downloaded the Application.

**3.2 Registration Data.** In registering an account on the Service, you shall (i) provide true, accurate, current, and complete information about yourself and your Property as prompted by the registration form (the “**Registration Data**”), and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete.

**3.3 Your Account.** Notwithstanding anything to the contrary herein, you acknowledge and agree that you have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and will forever be owned by and inure to the benefit of Company. Furthermore, you are responsible for all activities that occur under your Account. You shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of the Service by minors. You may not share your Account or password with anyone other than your Authorized Users, and you agree to notify Company immediately of any unauthorized use of your password or any other breach of security. If you provide any information that is untrue, inaccurate, incomplete, or not current, or Company has reasonable grounds to suspect that any information you provide is untrue, inaccurate,

incomplete or not current, Company has the right to suspend or terminate your Account and refuse any and all current or future use of the Service (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You shall not have more than one Account at any given time. Company reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party's rights. You agree not to create an Account or use the Service if you have been previously removed by Company, or if you have been previously banned from any of the Service.

#### **4. STORAGE.**

**4.1** Unless expressly agreed to by Company in its privacy policy at <https://dwellwell.ai/privacy>, Company has no obligation to store any data you provide or that is collected by the Company. Company has no responsibility or liability for the deletion or accuracy of any such data; the failure to store, transmit, or receive transmission of data; or the security, privacy, storage, or transmission of other communications originating with or involving use of the Service. You agree that Company retains the right to create reasonable limits on Company's use and storage of data, such as limits on file size, storage space, processing capacity, and similar limits described on the Service and as otherwise determined by Company in its sole discretion.

#### **5. OWNERSHIP.**

**5.1 The Service.** You acknowledge that all technology and intellectual property of which the Equipment, Software, and the Service as a whole, are comprised shall continue to be owned exclusively by Company and its licensors, and you shall obtain no rights with respect thereto. You further acknowledge that the Service and the concepts, ideas, technology, and functionality of which the Service is comprised constitute valuable trade secrets of the Company, and you shall not, and shall not permit others to, reverse engineer, decompile or disassemble any of the Equipment or components of the System for any purpose whatsoever. For the avoidance of doubt, you hereby assign to Company all intellectual property rights with respect to the Service and the concepts, ideas, technology, and functionality of which it is comprised, including patents, copyrights, trademarks, service marks, rights in designs and products, and other rights therein.

**5.2 Trademarks.** Company's name and all related stylizations, graphics, logos, service marks and trade names used on or with the Service are the trademarks of Company and may not be used without permission in connection with your, or any third-party's, products or services. Other trademarks, service marks and trade names that may appear on or in the Service are the property of their respective owners. You shall not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices on the Equipment or incorporated in or accompanying any aspect of the Service.

**5.3 Data Collected.** You consent to Company having access to and collecting data concerning the property's (at which you have any Equipment installed ("**Property**")) systems/condition and need for maintenance ("**Data**"). You agree that all Data is owned by Company, and you hereby assign to Company all ownership rights that you have to such Data. You acknowledge that Company may create anonymous, aggregated and/or de-identified data records from the information gathered from the Property as well as from all users of the Service ("**Anonymized Data**"). You agree that Company will have the unlimited right to use the Anonymized Data to enhance its product offering and improve its services and for any other lawful business purposes.

**5.4 Feedback.** You agree that submission of any ideas, suggestions, documents, and/or proposals to Company through its suggestion, feedback, forum, or similar pages ("**Feedback**") is at your own risk and that Company has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Company a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully

sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Service and/or Company's business.

**6. USER CONDUCT AND CERTAIN RESTRICTIONS.** As a condition of use, you agree that you are purchasing the Service for your own personal household use and not for any other purpose. You shall not (and shall not permit any third party) to: (i) license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Service or any portion of the Service; (ii) frame or utilize framing techniques to enclose any trademark or logo located on the Service or any other portion of the Service (including images, text, page layout or form); (iii) use any metatags or other "hidden text" using Company's name or trademarks; (iv) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Service except to the extent the foregoing restrictions are expressly prohibited by applicable law; (v) use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools, or the like) to "scrape" or download data from any web pages contained in the Service (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Service for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (vi) remove or destroy any copyright notices or other proprietary markings contained on or in the Service; (vii) impersonate any person or entity, including any employee or representative of Company; (viii) interfere with or attempts to interfere with the proper functioning of the Service or use the Service in any way not expressly permitted by this Agreement, including but not limited to violating or attempting to violate any security features of the Service, introducing viruses, worms, or similar harmful code into the Service, or interfering or attempting to interfere with use of the Services by any other user, host, or network, including by means of overloading, "flooding," "spamming," "mail bombing," or "crashing" the Service; (ix) take any action through the Service that is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; or (x) publish the results of your use of the Service in any public forum, without the prior written consent of the Company. The rights granted to you in this Agreement are subject to your compliance with the restrictions set forth in this section. Any unauthorized use of the Service terminates the licenses granted by Company pursuant to this Agreement.

**7. SUPPORT.** Company will offer commercially reasonable email support through [support@dwelwell.ai](mailto:support@dwelwell.ai). Company shall manage any of its updates or upgrades to the Embedded Software and such may be "pushed out" to the Equipment from time to time. You shall be responsible to ensure that your Application is updated with any available updates.

**8. THIRD-PARTY SERVICE.**

**8.1 Third-Party Websites, Applications and Ads.** The Service may contain links to third-party websites ("Third-Party Websites"), applications ("Third-Party Applications") and advertisements for third parties ("Third-Party Ads") (collectively, the "Third-Party Services"). When you click on a link to a Third-Party Service, we will not warn you that you have left the Service and you become subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Services are not under the control of Company. Company is not responsible for any Third-Party Services. Company provides these Third-Party Services only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services, or any product or service provided in connection therewith. You use all links in Third-Party Services at your own risk. When you leave our Service, this Agreement and our policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Services, and make whatever investigation you feel

necessary or appropriate before proceeding with any transaction with any third party.

**8.2 Third-Party Application Access.** With respect to any Application accessed through or downloaded from the any third party App Store (an “**App Store Sourced Application**”), you shall with respect to Applications downloaded from the Apple App Store, only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple’s proprietary operating system) and (ii) as permitted by the “Usage Rules” set forth in the Apple Media Terms of Service, except that such App Store Sourced Application may be accessed, acquired, and used by other accounts associated with the purchaser via Apple’s Family Sharing function, volume purchasing, or Legacy Contacts function. Notwithstanding the first sentence in this section, with respect to any Application accessed through or downloaded from the Google Play store (a “**Google Play Sourced Application**”), you may have additional license rights with respect to use of the Application on a shared basis within your designated family group.

**8.3 Accessing and Downloading the Application from an App Store.** The following applies to any App Store Sourced Application accessed through or downloaded from an App Store:

(a) You acknowledge and agree that (i) this Agreement is concluded between you and Company only, and not provider of the App Store (“**App Store Provider**”) and (ii) Company, not App Store Provider, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

(b) You acknowledge that the App Store Provider has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

(c) In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify the App Store Provider, and the App Store Provider will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, the App Store Provider will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between Company and the App Store Provider, any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Company.

(d) You and Company acknowledge that, as between Company and the App Store Provider, the App Store Provider is not responsible for addressing any claims you have or of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

(e) You and Company acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party’s intellectual property rights, as between Company and App Store Provider, Company, not App Store Provider, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement.

(f) You and Company acknowledge and agree that the App Store Provider, and the App Store Provider’s subsidiaries, are third-party beneficiaries of this Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of this Agreement, the App Store Provider will have the right (and will be deemed to have accepted the right) to enforce this Agreement as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

(g) Without limiting any other terms of this Agreement, You must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.



## 9. FEES AND PURCHASE TERMS.

**9.1 Third-Party Service Provider.** The Company uses a third-party service provider for payment services (e.g., card acceptance, merchant settlement, and related services) ("**Third-Party Service Provider**"). If you make a purchase via our Website or Application, you will be required to provide your payment details and any additional information required to complete your order directly to our Third-Party Service Provider. You agree to be bound by such Third Party Service Provider's Privacy Policy and its Terms of Service and hereby consent and authorize the Company and such Third Party Service Provider to share any information and payment instructions you provide with one or more Third-Party Service Provider(s) to the minimum extent required to complete your transactions. Please note that online payment transactions may be subject to validation checks by our Third-Party Service Provider and your card issuer, and we are not responsible if your card issuer declines to authorize payment for any reason. For your protection, our Third-Party Service Provider uses various fraud prevention protocols and industry standard verification systems to reduce fraud and you authorize it to verify and authenticate your payment information. Your card issuer may charge you an online handling fee or processing fee. We are not responsible for this. In some jurisdictions, our Third-Party Service Provider may use third parties under strict confidentiality and data protection requirements for the purposes of payment processing services.

**9.2 Payment.** You shall pay all fees or charges ("**Fees**") to your Account in accordance with the fees, charges and billing terms in effect at the time a Fee is due and payable. By providing Company and/or our Third-Party Service Provider with your payment information, you agree that Company and/or our Third-Party Service Provider is authorized to immediately invoice your Account for all Fees due and payable to Company hereunder and that no additional notice or consent is required. You are responsible for updating your account promptly should there be any changes in your payment information to maintain its completeness and accuracy. Company reserves the right at any time to change its prices and billing methods in its sole discretion. You agree to have sufficient funds or credit available upon placement of any order to ensure that the purchase price is collectible by us. Your failure to provide accurate payment information to Company and/or our Third-Party Service Provider or our inability to collect payment constitutes your material breach of this Agreement. Except as set forth in this Agreement, all Fees for the Service are non-refundable.

**9.3 Subscription-Based Service.** The Service is made available to you on a subscription or time-limited basis (a "**Subscription**"). The Fee for a Subscription ("**Service Subscription Fee**") will be billed at the start of the Subscription ("**Subscription Service Commencement Date**") and at regular intervals in accordance with your elections at the time of purchase. Company reserves the right to change the timing of our billing. Company reserves the right to change the Subscription pricing at any time in accordance with Section 17.6 (Agreement Updates); however, no such changes will impact your current Subscription. If changes to the Subscription price occur that impact your Subscription prospectively, Company will use commercially reasonable efforts to notify you, such as by sending an email to the email address associated with your Account. If you do not agree with such changes, you may cancel your Subscription as set forth in Section 9.3 (b) (Cancelling Subscriptions Purchased on the Website). Company is not obligated to provide the Service to you until Company accepts your order by a confirmatory email, SMS/MMS message, or other appropriate means of communication.

(a) **Automatic Renewal.** If you elect to purchase a Subscription, your Subscription will continue and automatically renew at Company's then-current price for such Subscription until terminated in accordance with this Agreement. The frequency at which your Subscription renews (i.e., weekly, monthly, annually, etc.) will be designated at the time you sign up for the Subscription and may be modified by you via your Account settings. By subscribing, you authorize Company to charge the payment method designated in your Account now, and again at the beginning of any subsequent Subscription period. Upon renewal of your Subscription, if Company does not receive payment, (i) you shall pay all amounts due on your Account upon demand and/or (ii) you agree that Company may either terminate or suspend your Subscription and continue



to attempt to charge your designated payment method until payment is received (upon receipt of payment, your Account will be activated and for purposes of automatic renewal, your new Subscription commitment period will begin as of the day payment was received).

(b) **Cancelling Subscriptions purchased on the Website.** If you wish to cancel, change, or terminate a Subscription that you purchased, you can do so at any time by logging into the Application and selecting the cancel subscription option or by contacting Dwellwell customer support via email ([support@dwellwell.ai](mailto:support@dwellwell.ai)) or by calling (240) 630-5550. If you cancel your Subscription, you may use your Subscription until the end of your then-current Subscription term; your Subscription will not be renewed after your then-current term expires. However, you will not be eligible for a prorated refund of any portion of the Service Subscription Fee paid for the then-current Subscription period.

(c) **Upgrades and Downgrades.** If you choose to upgrade your Subscription in the middle of a Subscription period, such upgrade will take effect immediately and any incremental fees associated with such upgrade will be charged in accordance with this Agreement. In any future Renewal Term, the fees will reflect any such upgrades. If you choose to downgrade a Subscription, the downgrade will take effect as of the first day of the next Renewal Term. Downgrading a Subscription may cause loss of features or capacity of the Services as available, and Company does not accept any liability for such loss.

**9.4 Taxes.** The Fees do not include any Sales Tax (defined below) that may be due in connection with the Service provided under this Agreement. If Company determines it has a legal obligation to collect Sales Tax from you in connection with this Agreement, Company shall collect such Sales Tax in addition to the Fees. If any services or products, or payments for any services or products, under this Agreement are subject to any Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to Company, you shall be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you shall indemnify Company for any liability or expense Company may incur in connection with such Sales Taxes. For purposes of this section, “**Sales Tax**” means any sales or use tax and any other tax measured by sales proceeds that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

**9.5 Withholding Taxes.** You shall make all payments of Fees to Company free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments of Fees to Company shall be your sole responsibility, and you shall provide Company with official receipts issued by the appropriate taxing authority, or such other evidence as we may reasonably request, to establish that such taxes have been paid.

**9.6 Import Duties and Taxes.** When you order products for overseas delivery, you may be subject to import duties and taxes, which are levied when the package with the products arrives at the destination that you specified. Any charges for customs clearance have to be borne by you, as Company has no control over such charges and cannot foresee the amount charged (if any). Since customs policies vary from country to country, you should contact the customs office in the country where you have us ship your purchase to get more information. As between Company and you, you are considered the importer of record and must comply with all laws and regulations of such country.

**9.7 Free Trials and Promotional Access.** Any free trial or other promotion that provides users access to the Service must be used within the specified time of the trial. At the end of the trial or promotional period, your use of that Service will automatically roll into a paid Subscription at our then-current Service Subscription Fees and you will be charged for such Subscription as set forth in this Section 0 if you do not cancel prior to Subscription Service Commencement Date. If you are inadvertently charged for a Subscription and provide us with written notice of the error, Company will have the charges reversed.

**10. INDEMNIFICATION.** You shall indemnify and hold Company, its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers, and licensors (each, a “**Company Party**” and collectively, the “**Company Parties**”) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of any and all of the following: (i) your use of, or inability to use, the Service; (ii) your violation of this Agreement; (iii) your violation of any rights of another party, including any user; or (iv) your violation of any applicable laws, rules or regulations. Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Company in asserting any available defenses. This provision does not require you to indemnify any of the Company Parties for any unconscionable commercial practice by such party or for such party’s fraud, deception, false promise, misrepresentation or concealment, or suppression or omission of any material fact in connection with the Service provided hereunder. You agree that the provisions in this section will survive any termination of your Account, this Agreement and/or your access to the Service.

**11. DISCLAIMER OF WARRANTIES.**

**11.1 As Is.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK, AND THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. THE COMPANY PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE SERVICE.

(a) THE COMPANY PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SERVICE WILL MEET YOUR REQUIREMENTS (SUCH AS THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICE); (2) YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) THE ADVICE, RESULTS, OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM USE OF THE SERVICE WILL BE ACCURATE, TIMELY, OR RELIABLE.

(b) ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SERVICE IS ACCESSED AT YOUR OWN RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND/OR ANY DEVICE YOU USE TO ACCESS THE SERVICE, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING OR RELYING UPON SUCH CONTENT.

(c) FROM TIME TO TIME, COMPANY MAY OFFER NEW “BETA” FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT COMPANY’S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

**12. LIMITATIONS OF LIABILITY.**

**12.1 USE AS A SUPPLEMENTAL MAINTENANCE TOOL.** THE SERVICE IS INTENDED TO PROVIDE INCREASED VISIBILITY WITH SUPPLEMENTAL INFORMATION RELEVANT TO POTENTIAL REPAIRS AND MAINTENANCE, AND ASSIST CUSTOMERS IN MAKING DECISIONS RELATED TO PROPERTY MAINTENANCE AND REPAIRS. THE SERVICE IS NOT INTENDED TO REPLACE OTHER MONITORING OR DETECTION SYSTEMS, INCLUDING BUT NOT LIMITED TO SMOKE OR CARBON MONOXIDE DETECTORS OR ALARMS, THAT IS REQUIRED TO BE INSTALLED IN THE APPLICABLE PROPERTY ACCORDING TO APPLICABLE LAWS AND/OR REGULATIONS OR OTHERWISE WOULD BE ADVISED TO INSTALL BASED ON BEST INDUSTRY PRACTICES. YOU ACKNOWLEDGE THAT ANY INFORMATION PROVIDED BY VIA THE SERVICE MAY BE AUTOMATICALLY GENERATED BY AN ARTIFICIAL INTELLIGENCE-BASED SOFTWARE SYSTEM THAT CAN MAKE MISTAKES AND, TO ENSURE TIMELY NOTIFICATION OF ISSUES, IS NOT INDEPENDENTLY VERIFIED FOR ACCURACY BY COMPANY. YOU MUST COMPLY WITH ALL APPLICABLE LAWS IN CONNECTION WITH YOUR USE OF THE SERVICE, AND MAY NOT RELY

ENTIRELY ON THE SERVICE TO MAKE ANY HEALTH, SAFETY OR OTHER DECISIONS CONCERNING YOUR PROPERTY.

**12.2 Disclaimer of Certain Damages.** YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL THE COMPANY PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT ANY COMPANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICE, OR ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICE OR THIRD PARTIES, ON ANY THEORY OF LIABILITY, INCLUDING TO THE EXTENT RESULTING FROM: (i) THE USE OR INABILITY TO USE THE SERVICE; (ii) ANY GOODS, DATA, INFORMATION OR SERVICE PURCHASED OR OBTAINED; OR MESSAGES RECEIVED FOR DATA ENTERED INTO THROUGH THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (iv) ANY OTHER MATTER RELATED TO THE SERVICE, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING LIMITATION OF LIABILITY DOES NOT APPLY TO LIABILITY OF A COMPANY PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A COMPANY PARTY'S NEGLIGENCE; OR FOR (A) ANY INJURY CAUSED BY A COMPANY PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

**12.3 Cap on Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY PARTIES SHALL NOT BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (i) THE TOTAL AMOUNT PAID TO COMPANY BY YOU DURING THE THREE-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY; (ii) \$100; OR (iii) IF APPLICABLE, THE STATUTORY REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. THE FOREGOING CAP ON LIABILITY DOES NOT APPLY TO LIABILITY OF A COMPANY PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A COMPANY PARTY'S NEGLIGENCE; OR (B) ANY INJURY CAUSED BY A COMPANY PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

**12.4 Data, User Communications or Settings.** COMPANY ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY DATA, USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

**12.5 Exclusion of Damages.** CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

**12.6 Basis of the Bargain.** THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND YOU.

**13. THIRD PARTY ADVERTISING.** Company reserves the right to display Third-Party Ads before, after, or in conjunction with information available on or Website or Application, and you acknowledge and agree that Company has no obligation to you in connection therewith (including, without limitation, any obligation to share revenue received by Company as a result of such advertising).

## **14. TERM AND TERMINATION.**

**14.1 Term.** The term of this Agreement commences on the date when you accept this Agreement (as described in the preamble above) and continues in full force and effect while you use the Service, unless terminated earlier in accordance with this Agreement.

**14.2 Termination of Service by Company.** If you have materially breached any provision of this Agreement, or if Company is required to do so by law (e.g., where the provision of the Service is, or becomes, unlawful), Company has the right to, immediately and without notice, suspend or terminate any Service provided to you. You agree that all terminations for cause are made in Company's sole discretion and that Company shall not be liable to you or any third party for any termination of your Account.

**14.3 Termination by You.** You have thirty (30) days from the Subscription Service Commencement Date, or any Renewal Commencement Date, for any Service hereunder, to cancel such Service, in which case, Company will refund your Service Subscription Fee if already paid pursuant to Section 0 (Payment) or 0 (Subscriptions), for the applicable Service. Except as set forth in the preceding sentence, the Service Subscription Fee for any Service is non-refundable. If you want to terminate this Agreement, you may do so by (i) notifying Company at any time and (ii) closing your Account for the Service. Your notice should be sent, in writing, to [support@dwelwell.ai](mailto:support@dwelwell.ai). ANY SUCH TERMINATION WILL BE EFFECTIVE AT THE END OF THE THEN-CURRENT TERM OF ANY AND ALL OF THE SUBSCRIPTIONS AS SET FORTH IN SECTION 0 (AUTOMATIC RENEWAL), WHICH WILL CONTINUE AT THE END OF EACH SUBSCRIPTION PERIOD UNLESS YOU CANCEL YOUR SUBSCRIPTION IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 0 (AUTOMATIC RENEWAL).

**14.4 Effect of Termination.** Upon termination of the Service or the applicable feature or functionality thereof, your right to use the Service or the applicable feature or functionality thereof will automatically terminate, and we may delete Data associated therewith from our live databases. If we terminate your Account for cause, we may also bar your further use or access to the Service. Company will not have any liability whatsoever to you for any suspension or termination, including for deletion of Data collected from the Property. All provisions of this Agreement which by their nature should survive, will survive termination of Service, including without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

**14.5 No Subsequent Registration.** If this Agreement is terminated for cause by Company or if your Account or ability to access the Service is discontinued by Company due to your violation of any portion of this Agreement or for conduct otherwise deemed inappropriate, then you agree that you shall not attempt to re-register with or access the Service through use of a different username or otherwise.

**15. INTERNATIONAL USERS.** The Service may be accessed from countries around the world and may contain references to services that are not available in your country. These references do not imply that Company intends to announce the Service in your country. The Service is controlled and offered by Company from its facilities in the United States of America. Company makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other countries do so at their own volition and are responsible for compliance with local law.

**16. ARBITRATION AGREEMENT. Please read this section (the "Arbitration Agreement") carefully. It is part of your contract with Company and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.**

**16.1 Applicability of Arbitration Agreement.** Subject to the terms of this Arbitration Agreement, you and Company agree that any dispute, claim, disagreements arising out of or relating in any way to your access to or use of the Service, any communications you receive, any products sold or distributed through the Service or this Agreement and prior versions of this Agreement, including claims and disputes that arose between you and us before the effective date of this Agreement (each, a "**Dispute**") will be resolved by binding arbitration, rather than in court, except that: (i) you and Company may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (ii) you or Company may seek

equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, "Dispute" will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of this Agreement as well as claims that may arise after the termination of this Agreement.

**16.2 Informal Dispute Resolution.** There might be instances when a Dispute arises between you and Company. If that occurs, Company is committed to working with you to reach a reasonable resolution. You and Company agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome ("**Informal Dispute Resolution**"). You and Company therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement ("**Informal Dispute Resolution Conference**"). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference.

The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference ("**Notice**"), which shall occur within forty-five (45) days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to Company that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to [support@dwelwell.ai](mailto:support@dwelwell.ai). The Notice must include: (1) your name, telephone number, mailing address, e-mail address associated with your Account (if you have one); (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a description of your Dispute.

The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the time between a party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party's Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this section.

**16.3 Waiver of Jury Trial.** YOU AND COMPANY HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Company are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 16.1 (Applicability of Arbitration Agreement). There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

**16.4 Waiver of Class and Other Non-Individualized Relief.** YOU AND COMPANY AGREE THAT, EXCEPT AS SPECIFIED IN SECTION 16.9 (BATCH ARBITRATION), EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party

seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under Section 16.9 (Batch Arbitration). Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this section are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Company agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of Maryland. All other Disputes shall be arbitrated or litigated in small claims court. This section does not prevent you or Company from participating in a class-wide settlement of claims.

**16.5 Rules and Forum.** This Agreement evidences a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution process described above does not resolve satisfactorily within sixty (60) days after receipt of your Notice, you and Company agree that either party shall have the right to finally resolve the Dispute through binding arbitration. The arbitration will be administered by the American Arbitration Association (“AAA”), in accordance with the Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by this section of this Arbitration Agreement. The AAA Rules are currently available at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>.

A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the “Request”). The Request must include: (1) the name, telephone number, mailing address, e-mail address of the party seeking arbitration and the account username (if applicable) as well as the email address associated with any applicable Account; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States dollars; (4) a statement certifying completion of the Informal Dispute Resolution process as described above; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration.

If the party requesting arbitration is represented by counsel, the Request shall also include counsel's name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

Unless you and Company otherwise agree, or the Batch Arbitration process discussed in Section 16.9 (Batch Arbitration) is triggered, the arbitration will be conducted in the county where you reside. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any AAA fees and costs will be solely set forth in the applicable AAA Rules.

You and Company agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, and shall be subject to the condition that they agree to keep all materials and documents

exchanged during the arbitration proceedings confidential.

**16.6 Arbitrator.** The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Maryland and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under Section 16.9 (Batch Arbitration) is triggered, the AAA will appoint the arbitrator for each batch.

**16.7 Authority of Arbitrator.** The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to Section 16.4 (Waiver of Class and Other Non-Individualized Relief), including any claim that all or part of Section 16.4 (Waiver of Class and Other Non-Individualized Relief) is unenforceable, illegal, void or voidable, or that such Section 16.4 (Waiver of Class and Other Non-Individualized Relief) has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in Section 16.9 (Batch Arbitration), all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in Section 16.9 (Batch Arbitration). The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

**16.8 Attorneys' Fees and Costs.** The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or Company need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

**16.9 Batch Arbitration.** To increase the efficiency of administration and resolution of arbitrations, you and Company agree that in the event that there are one-hundred (100) or more individual Requests of a substantially similar nature filed against Company by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("**Batch**



## Arbitration”).

All parties agree that Requests are of a “substantially similar nature” if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process (“**Administrative Arbitrator**”). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator’s fees shall be paid by Company.

You and Company agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings.

This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

**16.10 30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: [support@dwellwell.ai](mailto:support@dwellwell.ai), within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the email address associated with your Account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

**16.11 Invalidity, Expiration.** Except as provided in Section 16.4 (Waiver of Class or Other Non-Individualized Relief), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with Company as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

**16.12 Modification.** Notwithstanding any provision in this Agreement to the contrary, we agree that if Company makes any future material change to this Arbitration Agreement, we will notify you. Unless you reject the change within thirty (30) days of such change become effective by writing to Company at [support@dwellwell.ai](mailto:support@dwellwell.ai), your continued use of the Service, including the acceptance of products and services offered on the Service following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of this Agreement and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the Service, any communications you receive, any products sold or distributed through the Service or this Agreement, the provisions of this Arbitration Agreement as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement) remain in full force

and effect. Company will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of this Agreement.

## **17. GENERAL PROVISIONS.**

**17.1 Electronic Communications.** The communications between you and Company may take place via electronic means, whether you visit the Service or send Company emails, or whether Company posts notices on the Service or communicates with you via email. For contractual purposes, you (i) consent to receive communications from Company in an electronic form; and (ii) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company electronically provides to you satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. (“E-Sign”).

**17.2 Assignment.** The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company’s prior written consent. Company may, without your consent, freely assign and transfer this Agreement, including any of its rights, obligations, or licenses granted under this Agreement. Any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

**17.3 Force Majeure.** Company shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, pandemics, strikes or shortages of transportation facilities, fuel, energy, labor, or materials.

**17.4 Questions, Complaints, Claims.** If you have any questions, complaints or claims with respect to the Service, please contact us at: [support@dwelwell.ai](mailto:support@dwelwell.ai) or 240-630-5550. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

**17.5 CALIFORNIA RESIDENTS: Consumer Complaints.** In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Service of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

**17.6 Agreement Updates.** When changes are made, Company will make a new copy of these Terms of Use and/or Supplemental Terms, as applicable, available on the Service, and we will also update the “Last Updated” date at the top of this Agreement. If we make any material changes and you have registered an Account with us, we will also send an email with an updated copy of this Agreement to you at the email address associated with your Account. Unless otherwise stated in such update, any changes to this Agreement will be effective immediately for users without an Account and thirty (30) days after posting for users with an Account. Company may require you to provide consent to the updated Agreement in a specified manner before further use of the Service is permitted. IF YOU DO NOT AGREE TO ANY CHANGE(S) AFTER RECEIVING A NOTICE OF SUCH CHANGE(S), YOU SHALL STOP USING THE SERVICE.

**17.7 Exclusive Venue.** To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Company agree that all claims and disputes arising out of or relating to this Agreement will be litigated exclusively in the state or federal courts located in Maryland.

**17.8 Governing Law.** THIS AGREEMENT AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF MARYLAND, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THE AGREEMENT.

**17.9 Choice of Language.** It is the express wish of the parties that this Agreement and all related documents have been drawn up in English.

**17.10 Notice.** Where Company requires that you provide an email address, you are responsible for providing Company with a valid and current email address. In the event that the email address you provide to Company is not valid, or for any reason is not capable of delivering to you any notices required by this Agreement, Company's dispatch of the email containing such notice will nonetheless constitute effective notice. You may give notice to Company at the following address: [support@dwelwell.ai](mailto:support@dwelwell.ai). Such notice shall be deemed given when receipt is confirmed by Company.

**17.11 Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**17.12 Severability.** If any portion of this Agreement is held invalid or unenforceable, that portion must be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions must remain in full force and effect.

**17.13 Export Control.** You may not use, export, import, or transfer the Service except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Service, and any other applicable laws. In particular, but without limitation, the Service may not be exported or re-exported (i) into any United States embargoed countries, or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. 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 listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Service for any purpose prohibited by U.S. law, including the development, design, manufacture, or production of missiles, nuclear, chemical, or biological weapons. You acknowledge and agree that products, services, or technology provided by Company are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Company products, services, or technology, either directly or indirectly, to any country in violation of such laws and regulations.

**17.14 Entire Agreement.** The Agreement is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.