

Terms and Conditions

THESE TERMS AND CONDITIONS ARE THE LEGAL AGREEMENT (“**AGREEMENT**”) BETWEEN YOU, THE INDIVIDUAL PERSON ACCEPTING THIS AGREEMENT OR THE MINOR, COMPANY OR OTHER ORGANIZATION ON WHOSE BEHALF YOU ACCEPT THIS AGREEMENT (“**YOU**”), AND BeMe AI, INC., A DELAWARE CORPORATION (“**BeMe**”), REGARDING YOUR USE AND ACCESS TO THE SOFTWARE AND/OR APP OF BeMe (“**SOFTWARE**” or “**BeMe APP**”). PLEASE READ THIS AGREEMENT CAREFULLY. IF YOU ARE A MINOR, COMPANY OR OTHER ORGANIZATION, THEN THE INDIVIDUAL PERSON WHO ACCEPTS THIS AGREEMENT ON YOUR BEHALF MUST HAVE (AND SUCH PERSON HEREBY REPRESENTS TO BeMe THAT HE OR SHE DOES HAVE) THE AUTHORITY TO BIND YOU TO THIS AGREEMENT. OTHERWISE, YOU MAY NOT ACCESS OR USE THE SOFTWARE.

BeMe IS ONLY PROVIDING THE SOFTWARE TO YOU ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT. YOU ACCEPT THIS AGREEMENT EITHER BY: (A) USING THE SOFTWARE; (B) CLICKING THE “I ACCEPT” OR SIMILAR ICON WHEN YOU FIRST USE THE SOFTWARE; OR (C) OTHERWISE ELECTRONICALLY INDICATING ACCEPTANCE. IF YOU ARE UNWILLING OR UNAUTHORIZED TO ACCEPT THIS AGREEMENT, DO NOT ACCESS OR USE THE SOFTWARE.

BeMe MAY, IN ITS SOLE DISCRETION, MODIFY THIS AGREEMENT AT ANY TIME EFFECTIVE UPON POSTING THE MODIFIED AGREEMENT THROUGH THE SOFTWARE, WITH OR WITHOUT NOTICE TO YOU. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING ANY INFORMATION POSTED THROUGH THE SOFTWARE. IF YOU DO NOT AGREE TO THE AMENDED TERMS, YOU AGREE TO IMMEDIATELY STOP USING THE SOFTWARE. **YOUR CONTINUED USE OF THE SOFTWARE AFTER SUCH POSTING (OR OTHER NOTIFICATION, IF ANY) MEANS YOU ACCEPT AND AGREE TO BE BOUND BY THE MODIFIED TERMS.**

NOTHING CONTAINED IN THIS AGREEMENT OR THE SOFTWARE MAY BE CONSTRUED TO CREATE A DOCTOR-PATIENT RELATIONSHIP OR ANY OTHER IMPLIED RELATIONSHIP BETWEEN BeMe AND YOU OR ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION THE DEPENDENT. **The BeMe APP DOES NOT PROVIDE MEDICAL ADVICE, PROVIDE MEDICAL OR DIAGNOSTIC SERVICES OR PRESCRIBE MEDICATION.** YOUR USE OF THE BeMe APP IS NOT A SUBSTITUTE FOR THE PROFESSIONAL JUDGMENT OF HEALTH CARE PROVIDERS IN DIAGNOSING AND TREATING PATIENTS. **YOU AGREE THAT YOU WILL OBTAIN ANY NECESSARY PATIENT CONSENT PRIOR TO USING THE BeMe APP, AS NECESSARY TO COMPLY WITH STATE OR FEDERAL LAW.**

1. **Ownership.** The Software is protected by copyrights and other intellectual property rights. You agree that all worldwide copyright and other intellectual property rights in and to the Software, and all copies of the Software or any portion thereof however made, are the exclusive property of BeMe and its licensors. All rights, title and interest in and to the Software not expressly granted to You in this Agreement are reserved by BeMe. There are no implied licenses under this Agreement. You own or otherwise have the right to provide the data and information delivered by You through the BeMe App; all such data and information remains Yours, and BeMe will not use or disclose such data or information for any purpose other than as described in this Agreement, in the BeMe App or the Privacy Policy.
2. **License.** Upon payment by You (or someone on Your behalf) of the applicable subscription fees, BeMe hereby grants to You a limited, non-transferable, non-sublicenseable, non-exclusive license to use and access the Software.
3. **Accounts.** The BeMe App is designed to be used by a Primary User for the benefit of an individual that is being cared for (“**Dependent**”) as well as linking to (b) clinics, medical professionals, therapists, practitioners, educators support workers etc., and (c) secondary users such as other family members and friends.
4. **Restrictions on Use.** You may not do (or permit others to do) any of the following: (a) modify, adapt, alter, translate or create derivative works of the Software; (b) merge or otherwise integrate the Software with external components or other software; (c) sublicense, lease, rent, loan, assign or otherwise transfer the Software or any license hereunder to any third-party; (d) host, upload, use or access the Software via a time

sharing, service bureau, virtualization, hosting or other remote access arrangement; (e) reverse engineer, decompile or disassemble the Software or otherwise attempt to derive the source code of the Software, except and only to the limited extent that we provide such source code or that such activities are expressly permitted by applicable law notwithstanding this limitation; (f) remove, alter or obscure any confidentiality or proprietary notices (including copyright or trademark notices) of BeMe or its licensors on, in or displayed by the Software; (g) reproduce or use the Software except as expressly authorized herein; or (h) circumvent, or provide or use a program intended to circumvent, technological measures provided by BeMe to control access to or use of the Software.

5. **Fees and Payment.** Your rights to use the Software are conditioned upon payment of the applicable subscription fees to BeMe (or its authorized agent or reseller). Subscription fees are payable in advance. All fees are non-refundable and non-cancelable except as expressly provided in this Agreement and do not include sales and use taxes, value-added taxes, goods and services taxes, excise, business, service, withholding tax, shipping or customs duties and similar transactional taxes and fees, all of which You are responsible for paying above and beyond the subscription fees. Failure to pay fees when due may result in suspension or other interruption to the Software.
6. **Disclaimer of Warranty.** THE SOFTWARE IS PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND. BeMe EXCLUDES AND DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, RESULTS, EFFORTS, QUIET ENJOYMENT OR COURSE OF DEALING OR COURSE OF PERFORMANCE. THERE IS NO WARRANTY THAT THE SOFTWARE IS ERROR-FREE OR WILL FUNCTION WITHOUT INTERRUPTION. YOU ASSUME THE ENTIRE RISK ARISING OUT OF THE PERFORMANCE OR USE OF THE SOFTWARE. TO THE EXTENT THAT BeMe MAY NOT DISCLAIM ANY WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED.
7. **Limitation of Liability.** EXCEPT TO THE EXTENT THAT A DISCLAIMER OF LIABILITY IS PROHIBITED UNDER APPLICABLE LAW, IN NO EVENT SHALL BeMe OR ANY OF ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS BE LIABLE TO YOU OR ANY THIRD-PARTY, INCLUDING WITHOUT LIMITATION THE DEPENDANT, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES ARISING FROM LOSS OF REVENUE, USE, DATA OR PROFITS, INJURY TO REPUTATION OR GOODWILL, OR THE COST OF SUBSTITUTE GOODS OR SERVICES) WHETHER SUCH DAMAGES ARISE UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE REASONABLY FORESEEABLE. THE TOTAL CUMULATIVE LIABILITY OF BeMe IN CONNECTION WITH THE SOFTWARE LICENSED HEREUNDER, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE GREATER OF US\$5.00 OR THE AMOUNT OF FEES PAID TO BeMe FOR YOUR USE OF THE SOFTWARE IN THE PRIOR TWELVE (12) MONTHS. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMIT. YOU ACKNOWLEDGE THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT, THAT BeMe WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY AND THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND BeMe. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY IN THIS SECTION WILL APPLY EVEN IF AN EXCLUSIVE REMEDY UNDER THIS AGREEMENT HAS FAILED OF ITS ESSENTIAL PURPOSE.
8. **Term and Termination.** The term of this Agreement (“**Term**”) shall be set forth in the applicable ordering document signed by You, or a clinic, practitioner or other third-party on Your behalf (and accepted by BeMe) and referencing this Agreement. If the Term is not set forth in the applicable ordering document, the Term will commence upon Your acceptance and will remain in effect for one month and thereafter the Agreement will automatically renew for additional one-month periods upon Your payment of applicable Fees. You may terminate this Agreement at any time and for any reason by deleting the App; provided, however, that You will remain responsible for the Fees of the entire contract term. BeMe may terminate this Agreement, effective immediately upon written notice to You if You: (a) fail to pay any portion of the Fees when due and fail to cure such non-payment within five (5) days after receipt of notice of same; or (b) if You otherwise breach any provision of this Agreement and fail to cure such within thirty (30) days after receipt of notice of same. Upon expiration or termination of this Agreement, Your rights to use or access the Software

terminate; provided, however, that BeMe shall retain any data or information stored through or retained in the BeMe App after expiration or termination for the longer of sixty (60) days or BeMe's then-current policy. You may request access to such data or other information within that period by contacting BeMe and BeMe shall use its reasonable commercial efforts to transfer such data and information to another account as requested. Sections 1, 4, 6, 7, 8, 10 and 11 will survive expiration or termination of this Agreement for any reason.

9. **Support.** BeMe shall provide training and support to You on how to use the BeMe App via the BeMe App.
10. **Privacy.** BeMe commits to and shall abide by its Privacy Policy, incorporated herein by reference. BeMe's use of information and data You provide is governed by this Privacy Policy.
11. **General Provisions.**
 - 11.1. **Choice of Law and Venue.** This Agreement will be governed by the laws of the State of Delaware without giving effect to any choice of law principles that would require the application of the laws of a different country or state. Any legal action between You and BeMe arising out of this Agreement or Your use of the Software must be instituted exclusively in the federal or state courts located in Sussex County, Delaware, and You consent to jurisdiction and venue in such courts. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (USA) do not apply to this Agreement.
 - 11.2. **Relationship between the Parties.** The parties are independent contractors neither party is the agent, partner, employee, fiduciary or joint venturer of the other party under this Agreement.
 - 11.3. **Assignments.** You may not assign or transfer, by operation of law or otherwise, any of Your rights under this Agreement (including Your licenses with respect to the Software). Any attempted assignment or transfer in violation of the foregoing will be void. BeMe may freely assign its rights or delegate its obligations under this Agreement. Subject to the foregoing, this Agreement is binding on a party's successors and assigns.
 - 11.4. **Language.** This Agreement is in the English language and its English language version will be controlling over any translation, except and to the extent when required by applicable law.
 - 11.5. **Remedies.** Except as otherwise provided herein, the parties' rights and remedies under this Agreement are cumulative. You acknowledge that the Software contains valuable trade secrets and proprietary information of BeMe and its suppliers, that any actual or threatened breach of this Agreement by You will constitute immediate, irreparable harm for which monetary damages would be an inadequate remedy, and that injunctive relief in favor of BeMe is an appropriate remedy for such breach. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other costs and expenses, including without limitation costs of collection, in addition to any other relief it may receive.
 - 11.6. **Waivers.** All waivers against BeMe must be in signed writing from BeMe. 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.
 - 11.7. **Severability.** If any provision of this Agreement is held unenforceable by a court, such provision shall be changed and interpreted by the court to accomplish the objectives of such provision to the greatest extent possible under applicable law (or if not so changeable or interpretable, excised) and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, You agree that Sections 1 and 4 will remain in effect notwithstanding the unenforceability of any other provision of this Agreement.
 - 11.8. **Entire Agreement.** This Agreement constitutes the final and entire agreement between the parties regarding the subject of this Agreement and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties. The terms of any purchase order or similar document submitted by You to BeMe will not be effective to alter the terms of this Agreement.