

BREEZING SYSTEM AND LICENSE AGREEMENT

IMPORTANT: This System and License Agreement (the "Agreement") is a binding legal agreement between you ("you" or "User") and TF Health Corporation, an Arizona corporation dba Breezing Co. regarding your purchase and use of the Breezing System. **YOU SHOULD CAREFULLY READ THE AGREEMENT BEFORE PURCHASING OR USING THE BREEZING SYSTEM AND BEFORE DOWNLOADING THE BREEZING MOBILE APPLICATION OR USING THE BREEZING DATABASE AND/OR OTHER BREEZING MATERIALS. BY CLICKING THE "ACCEPT" BUTTON OR OTHERWISE DOWNLOADING ANY OF THE BREEZING MATERIALS, YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT AND UNDERSTAND THAT THEY WILL BE LEGALLY BINDING ON YOU AND ANY END USER. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, OR DO NOT WANT THEM TO BE BINDING ON YOU, YOU SHOULD NOT DOWNLOAD THE BREEZING MATERIALS.**

1. **BREEZING SYSTEM.** The Breezing System includes: (i) the Breezing device, including an optical reader, software and firmware; (ii) components (whether reusable or expendable) used with the device, including the Sensor Cartridge and Sensor Cap, Nose Clip, Mouthpiece with T-joint; (iii) the Breezing Mobile Application; and (iv) the Breezing database. The Breezing device and components are collectively referred to in this Agreement as the "Breezing Hardware." The Breezing Software, Mobile Application and the Breezing database are collectively referred to in this Agreement as the "Breezing Materials."

2. **COPYRIGHT, PATENT AND TRADEMARK NOTICES.** The Breezing System and/or some of its features are covered by one or more pending patent applications. The Breezing Materials, including without limitation the Breezing Mobile Application, the software and firmware stored on the Breezing device and the Breezing database, are protected by copyright law and/or trade secret law and may not be reproduced or used without the expressed written permission of Breezing Co. "Breezing" is a trademark of Breezing Co.

3. **OWNERSHIP OF BREEZING MATERIALS.** You understand and agree that Breezing Co. is the owner of all right, title and interest to the Breezing Materials, and all subsequent copies thereof, regardless of the media or form in which the Breezing Materials or any copies may exist. Through your purchase of the license and corresponding license rights set forth in this Agreement, you do not acquire any ownership rights to any of the Breezing Materials.

4. **LICENSE OF BREEZING MATERIALS.**

a. In consideration of your purchase of the Breezing product for which the Breezing Materials are to be used, Breezing Co. hereby grants to you as an individual, a personal, nonexclusive, non-transferable right to use the Breezing Materials applicable to such Breezing product solely for use with that Breezing product for educational and informational purposes for measuring and displaying energy expenditure, calories burned,

resting metabolic rate, and respiratory quotient (RQ). All rights not expressly granted in this Agreement are reserved by Breezing. You may use the Breezing Mobile Application on your mobile computing devices used for such educational and informational purposes. You acknowledge and agree that: (i) the Breezing System is intended to be used for educational and informational purposes only; and (ii) it is not intended to replace professional medical advice, and you will not use the Breezing System for such purpose.

b. With respect to the Breezing Mobile Application, this license is intended to supplement the terms of the terms and conditions to which you agreed when downloading the Breezing Mobile Application from the Apple Inc. App Store (the "Download License"), as applicable. Accordingly, you acknowledge and agree that: (1) the Breezing Mobile Application is subject to the terms and conditions of the Download License, (2) you continue to be bound by all the terms of the Download License as well as the supplementary terms and conditions in this Agreement, (3) Breezing Co. is an intended third-party beneficiary of the Download License as supplemented by this license and (4) in the event of a conflict between the terms of the Download License and this Agreement, the terms of the Download License will control.

5. RESTRICTIONS ON USE.

a. Except as and only to the extent expressly permitted in this Agreement, you agree that you will not, without Breezing's express written consent use, rent, sublicense, sell, assign, convey, transfer, disclose, publish, display, copy, reproduce, duplicate, merge, modify, adapt, translate, create derivative works from, decompile, reverse engineer, disassemble or otherwise reduce to human-perceivable form or disable any functionality which limits the use of, or otherwise deal with the Breezing Materials or any part thereof. Without limiting the generality of the foregoing, you will not offer the Breezing Materials to third parties on an application service provider or time-sharing basis. Also without limiting the generality of the foregoing, you acknowledge and agree that the following are strictly prohibited: (i) enabling others to use your registration code(s) or serial number(s), if any; (ii) transferring copies to any person who has not purchased the appropriate license (or agreed to the terms of the download page on the applicable App Store) for the Mobile Application; and (iii) installing the Breezing Mobile Application on mobile devices used by individuals who have not purchased the appropriate licenses for the Mobile Application.

B. THE BREEZING SYSTEM IS INTENDED TO BE USED FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY. IT IS NOT INTENDED TO OFFER OR REPLACE PROFESSIONAL MEDICAL ADVICE, AND YOU AGREE THAT YOU WILL NOT USE THE BREEZING SYSTEM FOR SUCH PURPOSE. PLEASE SPEAK TO YOUR HEALTHCARE PROVIDER IF YOU HAVE ANY HEALTH CONCERNS OR QUESTIONS.

C. NO USE FOR DANGEROUS ACTIVITIES. NONE OF THE BREEZING PRODUCTS ARE INTENDED FOR USE IN THE OPERATION OF LIFE SUPPORT SYSTEMS OR ANY OTHER ACTIVITIES IN WHICH THE FAILURE OF THE PRODUCTS COULD LEAD TO

DEATH OR PERSONAL INJURY, AND YOU AGREE THAT YOU WILL NOT USE THE BREEZING SYSTEM FOR ANY SUCH PURPOSE.

6. TERMINATION OF LICENSE. This license under this Agreement will terminate upon conditions set forth elsewhere within this Agreement or if you fail to comply with any term or condition of this Agreement. In such event, no notice will be required by Breezing Co. to effect such termination. Upon termination of the license, you agree to destroy the Breezing Materials together with all copies, in whatever form, or to return the same to Breezing Co. at your expense.

7. RESTRICTIONS ON TRANSFER. You may not sublicense, assign, or transfer the license under this Agreement, the Breezing Materials or any portion thereof. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

8. LIMITED WARRANTIES.

a. Unless otherwise set forth in a separate limited warranty description included with the Breezing Hardware, Breezing Co. warrants that the Breezing Hardware (other than the battery) is free of defects in materials and workmanship under normal use and service (the "Hardware Limited Warranty") for 1 year from the date the product is purchased by the original retail purchaser (the "Limited Warranty Period"). Breezing Co. also warrants to you that Breezing.com has all proprietary rights necessary to license the Breezing Materials to you and that, to the knowledge of Breezing Co., no claim has been made against Breezing Co. that any of the Breezing Materials infringes upon the proprietary rights of any third party (the "Software Limited Warranty") The Hardware Limited Warranty and the Software Limited Warranty are only valid for the original retail purchaser and only for the Limited Warranty Period from the date of initial retail purchase of the Breezing Hardware or download of the relevant software, whichever applies.

b. The Hardware Limited Warranty does not apply to and expressly excludes the battery.

c. The Hardware Limited Warranty and the Software Limited Warranty are subject to compliance with the applicable user guides and instructions for the Breezing products and do not apply to normal wear and tear or damage caused by improper or incorrectly performed maintenance, negligence, accident, misuse or unreasonable use, modification, tampering, or any other causes not related to design, materials or workmanship.

9. REMEDIES.

a. If a defect covered by the Hardware Limited Warranty or the Software Limited Warranty occurs during the Limited Warranty Period, Breezing Co. will, at its option, repair or replace the defective product or software or refund the original purchase price.

The foregoing remedies are your sole and exclusive remedies and Breezing Co.'s sole and exclusive liability for breach of the Hardware and Software Limited Warranties.

b. To exercise your remedy set forth in this section, you must provide proof of purchase, and to the extent the remedy involves return of a defective product, you will be responsible for and pre-pay, all return shipping charges and will assume all risk of loss or damage to product while in transit to Breezing Co. We recommend that you use a traceable method of shipping for your protection.

c. Except as expressly set forth in this section on remedies, neither Breezing Co. nor its licensors will have any obligation to furnish any maintenance and support services with respect to the Breezing System.

10. **DISCLAIMERS; LIMITATIONS.**

A. EXCEPT AS SPECIFIED IN THE LIMITED WARRANTY SECTION OF THIS AGREEMENT, THE BREEZING PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUALITY, NON-INTERFERENCE, ACCURACY OR ARISING FROM A COURSE OF DEALING, PERFORMANCE, USAGE, OR TRADE PRACTICE, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY BREEZING CO. TO THE EXTENT ALLOWED BY APPLICABLE LAW. BREEZING DOES NOT WARRANT THAT THE BREEZING MATERIALS WILL MEET YOUR REQUIREMENTS. THE REMEDIES SET FORTH HEREIN ARE YOUR SOLE AND EXCLUSIVE REMEDIES. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

B. IN NO EVENT WILL BREEZING BE LIABLE FOR ANY ECONOMIC, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER CLAIMED UNDER CONTRACT, TORT OR ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR LOST SAVINGS, EVEN IF BREEZING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

C. SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL BREEZING'S LIABILITY EXCEED THE PURCHASE PRICE OF THE BREEZING HARDWARE. This disclaimer and exclusion will apply even if the Limited Warranty set forth above fails of its essential purpose.

11. HEALTH DISCLAIMERS.

a. The Breezing System is designed to help you maintain a healthy lifestyle through better tracking of metabolism, diet intake, exercise activity and weight readings. However, Breezing Co. has no control over, and makes no representations or warranties, expressed or implied, regarding any use by you or your healthcare provider(s) of the Breezing System or the use or interpretation of any information stored on, generated by or received through the Breezing System. You are solely responsible for communicating any metabolism-related information to (and receiving feedback from) your healthcare provider(s).

b. The nutrition and fitness information contained herein is provided for general education and information purposes only. Persons using the data within the Breezing System for medical purposes, such as to measure metabolism, should not rely solely on the accuracy of the metabolic data herein. While the data may be updated periodically, users should independently consult a qualified healthcare provider or other sources for the latest and most accurate information.

c. You are solely responsible for reviewing and evaluating the accuracy and relevance of any information stored on, generated by or received through the Breezing System. Breezing Co. cannot and does not guarantee such accuracy. THE BREEZING SYSTEM AND ANY INFORMATION STORED ON, GENERATED BY OR RECEIVED THROUGH THE BREEZING SYSTEM ARE NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. ALWAYS SEEK THE ADVICE OF A PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROVIDER WITH ANY QUESTIONS REGARDING A MEDICAL CONDITION. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING READ OR LEARNED THROUGH THE USE OF THE BREEZING SYSTEM OR ANY INFORMATION STORED ON, GENERATED BY OR RECEIVED THROUGH THE BREEZING SYSTEM.

d. Please consult your healthcare provider prior to making any lifestyle changes. Your healthcare professional is the single best source of information regarding your health. Please consult your healthcare professional if you have any questions about your health or treatment. You are encouraged to report negative side effects of prescription drugs to the FDA. For more information, visit www.fda.gov/medwatch or call 1-800-FDA-1088.

12. THIRD PARTY DATABASES. The Breezing System: (i) is supported by third-party databases, including, for example, exercise/fitness activity database generated by data from the Compendium of Physical Activities; and/or (ii) may utilize content provided by other third-party applications or databases. You acknowledge and agree that Breezing Co. is not and will not be held responsible for the accuracy or content of such third-party applications and database information.

13. SECURITY AND PRIVACY.

a. The Breezing System collects metabolic data, which is or may be stored on the Breezing Tracker, a user mobile device that has the Breezing Mobile Application and/or servers provided by or for Breezing Co. You acknowledge and agree that: (i) Breezing Co. may collect and store such metabolic data; and (ii) the data will become part of the Breezing database and be owned by Breezing Co. The Breezing System does not provide Breezing Co. or its licensors access to data that can identify the user.

b. Breezing Co. or its licensors, in their sole discretion, have taken measures to protect the privacy, integrity and security of the data entered by the user when transmitting that data between the user's device(s) such as iPhone, iPad, or a web browser and the servers that may host/store the metabolic data. You acknowledge, however, that: (i) despite these security and privacy measures, it is possible that there can be a breach in the data security resulting from non-malicious actions of Breezing Co. or its licensors and/or malicious actions of external parties; and (ii) neither Breezing Co. nor its licensors will be responsible for such effects.

c. We do not collect, process or use on our application any information relating to an individual whom we know to be under 18 years old without the prior, verifiable consent of his or her legal representative.

14. CHANGES TO BREEZING SYSTEM. User acknowledges that Breezing Co. or its licensors, in their sole discretion, may from time to time make modifications to the Breezing System, including without limitation the Breezing Mobile Application and the Breezing Hardware. Changes or failure to make timely changes by User may sever or affect User's access to the Breezing application. Neither Breezing Co. nor its licensors will be responsible for such effects, and neither Breezing Co. nor its licensors will have any obligation to furnish any maintenance and support services with respect to the Breezing application.

15. QUESTIONS. All questions concerning this Agreement may be directed to Breezing Co. at info@breezing.co.

16. JURISDICTION AND DISPUTES. This Agreement and the Limited Warranty will be governed by the laws of Arizona, United States of America. All disputes under this Agreement will be resolved in the applicable state or federal courts of Arizona. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

17. SEVERABILITY. If any term, clause or provision of this Agreement is judged invalid for any reason whatsoever by a court of competent jurisdiction, such invalidity will not affect the validity or operation of any other term, clause or provision, and such invalid term, clause or provision will be deemed to have been modified, to the extent necessary to make it valid and enforceable or, if such term, clause or provision cannot be so modified, it will be deemed deleted from this Agreement.

18. INTEGRATION. This Agreement and any applicable Download License constitute the entire understanding of the parties, and revoke and supersede all prior agreements,

oral or written, between the parties, and is intended as a final expression of their Agreement with respect to the use of the Breezing System.

19. CHANGES TO AGREEMENT. From time to time, Breezing Co. may change the terms and conditions of this Agreement with respect to future offerings of products. If such a change is made, you will be asked to accept new terms and conditions before you next purchase or license of products. Once you have accepted the new terms and conditions, they will apply to all subsequent purchases, until we notify you of further changes. If you refuse to accept the updated terms and conditions, then you will not be able to buy or license any further products and the latest version of this Agreement that you accepted will continue to apply to your use of Breezing products.

YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.