

# MASTER SERVICE AGREEMENT

## Corporate Wellness Platform Services

**Between:**

**BodyF1RST, Inc.**  
("Provider")

**And:**

**[CUSTOMER NAME]**  
("Customer")

**Effective Date:** [DATE]

## RECITALS

WHEREAS, BodyF1RST provides corporate wellness platform services including fitness coaching, nutrition tracking, mental health resources, and employee engagement tools; and

WHEREAS, Customer desires to engage BodyF1RST to provide such services for Customer's employees;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

## 1. DEFINITIONS

**"Services"** means the corporate wellness platform, mobile applications, AI coaching, content library, analytics dashboard, and related services as described in the applicable Order Form.

**"Users"** means Customer's employees, contractors, and other individuals authorized by Customer to access the Services.

**"User Data"** means all data submitted to the Services by or on behalf of Users, including health, fitness, and wellness information.

**"Order Form"** means the ordering document specifying the Services, pricing, and terms for Customer's subscription.

## 2. SERVICES

### 2.1 Service Tiers

| Tier     | Price/Employee/Month | Features   |
|----------|----------------------|--|
| Basic    | \$10                 | Mobile app, activity tracking, team challenges, basic analytics                |
| Standard | \$15                 | All Basic + AI coaching, nutrition tracking, mental health, advanced analytics |
| Premium  | \$20                 | All Standard + 1:1 coaching, custom programs, API access, dedicated manager    |

2.2 Volume Discounts

| Employee Count | Discount |
|----------------|----------|
| 1-99           | 0%       |
| 100-249        | 5%       |
| 250-499        | 10%      |
| 500-999        | 15%      |
| 1,000+         | 20%      |

3. CUSTOMER OBLIGATIONS

- 3.1 User Access.** Customer shall provide accurate employee information, ensure Users comply with Terms of Service, and promptly notify BodyF1RST of unauthorized access.
- 3.2 Use Restrictions.** Customer shall not sublicense, resell, use for competitive analysis, reverse engineer, or share credentials between Users.

4. FEES AND PAYMENT

- 4.1 Fees.** Customer shall pay the fees specified in the Order Form.
- 4.2 Payment Terms.** Annual subscriptions invoiced annually in advance. Monthly subscriptions invoiced monthly in advance. Payment due within thirty (30) days.
- 4.3 Taxes.** Fees exclude applicable taxes. Customer responsible for all taxes except BodyF1RST's income taxes.
- 4.4 Late Payment.** Overdue amounts accrue interest at 1.5% per month or maximum legal rate.

5. TERM AND TERMINATION

- 5.1 Initial Term.** Twelve (12) months from the Effective Date, unless otherwise specified.

**5.2 Renewal.** Automatically renews for successive one-year periods unless either party provides 30 days' written notice.

**5.3 Termination for Cause.** Either party may terminate immediately if other party materially breaches and fails to cure within 30 days.

## 6. DATA PROTECTION

**6.1 Data Processing.** BodyF1RST shall process User Data only as necessary to provide Services and in accordance with Privacy Policy.

**6.2 Data Security.** BodyF1RST maintains: AES-256 encryption at rest, TLS 1.3 in transit, SOC 2 Type II certification, regular security assessments.

**6.3 HIPAA.** If Customer is a Covered Entity, parties shall execute a Business Associate Agreement (BAA).

**6.4 GDPR.** If User Data includes EU/UK personal data, parties shall execute a Data Processing Agreement (DPA).

## 7. CONFIDENTIALITY

Each party agrees to protect the other's Confidential Information using at least the same degree of care used for its own confidential information.

## 8. INTELLECTUAL PROPERTY

**8.1 BodyF1RST IP.** BodyF1RST retains all rights in the Services. No rights granted except as expressly set forth.

**8.2 Customer Data.** Customer retains all rights in User Data. Customer grants BodyF1RST license to use User Data solely to provide Services.

## 9. WARRANTIES AND DISCLAIMERS

**9.1 BodyF1RST Warranties.** Services will perform materially as documented, comply with applicable laws, and BodyF1RST has right to provide Services.

**9.2 Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH, SERVICES PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND.

**9.3 Not Medical Advice.** Services are for general wellness only and do not constitute medical advice, diagnosis, or treatment.

## 10. LIMITATION OF LIABILITY

**10.1** NEITHER PARTY LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

**10.2** BODYF1RST'S TOTAL LIABILITY SHALL NOT EXCEED FEES PAID IN THE 12 MONTHS PRECEDING THE CLAIM.

## 11. INDEMNIFICATION

**11.1 By BodyF1RST.** BodyF1RST shall indemnify Customer against IP infringement claims.

**11.2 By Customer.** Customer shall indemnify BodyF1RST against claims from Customer's breach, User Data violations, or violation of law.

## **12. GENERAL PROVISIONS**

**12.1 Governing Law.** State of Texas, without regard to conflict of law principles.

**12.2 Dispute Resolution.** Binding arbitration administered by AAA in Austin, Texas.

**12.3 Entire Agreement.** This Agreement and all Order Forms constitute the entire agreement.

**12.4 Amendment.** May only be amended in writing signed by both parties.

SIGNATURES

BodyF1RST, Inc.

[CUSTOMER NAME]

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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