

BurstIQ Trademark Guidelines

Last Updated: February 16, 2022



- 1. Introduction.** These BurstIQ Trademark Guidelines (the “Trademark Guidelines”) form an integral part of the BurstIQ Customer Agreement (the “Agreement”) between BurstIQ, Inc. or its affiliates (“BurstIQ,” “we,” “us” or “our”) and you or the entity you represent (“you” or “your”). In accordance with the Agreement, these Trademark Guidelines provide you a limited permission to use the BurstIQ Marks (as defined in Section 2 below), in connection with (as applicable): (a) your use of the Services (as defined in the Agreement), or in connection with software products designed to be used with the Services, or (b) as otherwise agreed with BurstIQ in writing, on the terms set forth herein and in the Agreement, until such time as we may terminate such permission, which we may do at any time, in our sole discretion, as set forth in Section 4 below. If you have no Agreement with BurstIQ now in force, you have no license or right to use the BurstIQ Marks and these Trademark Guidelines do not afford you any right or license to the same. The BurstIQ Marks are some of our most valuable assets and these Trademark Guidelines are intended to preserve the value attached to the BurstIQ Marks.
- 2. Definition.** For the purposes of these Trademark Guidelines, "BurstIQ Marks" means the following trademarks, service marks, service or trade names, logos, product names, or designations of BurstIQ and its affiliates: (i) the "Powered by LifeGraph®" logo in the forms shown in Section 8.1 herein (the "Logo"); and (ii) "BurstIQ®", "BIQ®", "LifeGraph®", "LifeGraph® Network", "HealthWallet™", "Research Foundry™", and any other BurstIQ Marks made available from time to time.
- 3. Limited Permission.** Provided that you are (a) an BurstIQ customer in good standing with a current and valid account for use of the Services or (b) otherwise authorized by BurstIQ in writing, and provided, further, that you comply at all times with the terms of both the Agreement and these Trademark Guidelines, we grant you a limited, non-exclusive, revocable, non-transferable permission, under our intellectual property rights in and to the BurstIQ Marks, and only to the limited extent of our intellectual property rights in and to the BurstIQ Marks, to use the BurstIQ Marks for the following limited purpose, and only for such limited purpose: you may utilize the Logo or the appropriate form(s) of the “for” or equivalent naming convention or URL naming convention, as set forth in Section 9 below, to: (i) identify Your Content (as defined in the Agreement) as using the Services; or (ii) to identify software tools or applications that you create and distribute that are intended for use in connection with the Services. Without limitation of any provision in the Agreement, you acknowledge that any use that you elect to make of the BurstIQ Marks, even if permitted hereunder, is at your sole risk and that we shall have no liability or responsibility in connection therewith. Your limited permission to use the BurstIQ Marks is a limited permission and you may not use the BurstIQ Marks for any other purpose. You may not transfer, assign or sublicense your limited permission to use the BurstIQ Marks to any other person or entity. Your use of the BurstIQ Marks shall comply with: (i) the most up-to-date versions of the Agreement and these Trademark Guidelines; and (ii) any other terms, conditions or policies that we may issue from time to time to govern use of the BurstIQ Marks. Your limited permission to use the BurstIQ Marks hereunder shall automatically terminate and you must immediately stop using the BurstIQ Marks if at any time: (i) the Agreement is terminated; (ii) Your Content no longer uses any of the Services, or your software product cannot be used with any of the Services, as applicable; or (iii) you cease to be a BurstIQ customer.
- 4. Modification and Termination.** You understand and agree that, without prior notice to you and at our sole discretion: (i) we may modify these Trademark Guidelines at any time; (ii) we may modify or terminate your limited permission to use the BurstIQ Marks, at any time in our sole discretion, for any reason or for no reason at all; and (iii) we reserve the right to take any and all actions including, without limitation, legal proceedings, against any use of the BurstIQ Marks that does not comply with the terms of the Agreement or these Trademark Guidelines.



5. **No Affiliation or Endorsement.** You will not display the BurstIQ Marks in any manner that implies that you are related to, affiliated with, sponsored or endorsed by us, or in a manner that could reasonably be interpreted to suggest that Your Content, web site, product or service, has been authored or edited by us, or represents our views or opinions. You will not use or seek trademark protection for any trademark, service marks, service or trade names, logos, product names, or designations that are confusingly similar to the BurstIQ Marks or would likely cause confusion as to the source of the mark.
6. **No Disparagement.** You may only use the BurstIQ Marks in a manner designed to maintain the highest standard, quality and reputation that is associated with the BurstIQ Marks and you will not use the BurstIQ Marks to disparage us or our products or services.
7. **No Dominant Display; BurstIQ Mark Differentiation.** You may not display any BurstIQ Mark as the largest or most prominent trademark in any materials (including, without limitation, any web site or product literature) associated with Your Content, software tool or other software application. When using any BurstIQ Mark (other than the Logo, with respect to which the formatting requirements are set forth in Section 8 below, or in a URL), you must distinguish the BurstIQ Mark from the name of Your Content and/or other surrounding text by capitalizing the first letter of the BurstIQ Mark, capitalizing or italicizing the entire BurstIQ Mark, placing the BurstIQ Mark in quotes, or using a different style or color of font for the BurstIQ Mark.
8. **Formatting Requirements with Respect to the “Powered by LifeGraph” Logos.**
 - 8.1. **No Modification.** We will make the Logo image available to you from the Site. You may not remove, distort or modify any element of the Logo; provided however, you may transform the file format itself, for ease of use.
 - 8.2. **Form and Color.** The Logo may be represented in the following formats: (i) FULL COLOR for light backgrounds; and (ii) FULL COLOR for dark backgrounds; (iii) SINGLE COLOR for light backgrounds; (iv) SINGLE COLOR for dark backgrounds. No alternate color representation or combination will be acceptable. Representation of the Logo shall comply with the following:

Form:

All letters must be lowercase except the “L” and “G” which shall be uppercase. The graphical element (the wedge and hexagon-stylized G) must be to the left of the type.

Color:

FULL COLOR	
for light backgrounds:	for dark backgrounds:
	
The type must be Dark Gray (#47515A)	The type must be Light Gray (#F7F7F7)
The “G” graphical element must be Dark Gray (#47515A)	The “G” graphical element must be Light Gray (#F7F7F7)
The “wedge” graphical element must be Bright Teal (#53C2BF)	The “wedge” graphical element must be Bright Teal (#53C2BF)

SINGLE COLOR	
for light backgrounds:	for dark backgrounds:
	
The graphical element and type must be Black (#000000)	The graphical element and type must be White (FFFFFF)

- 8.3. **Spacing & Size.** The Logo must appear by itself, with reasonable spacing (at least the height of the “Powered by LifeGraph” logo) between each side of the “Powered by LifeGraph” logo and other graphic or textual elements. The Logo must be displayed at such a size as to ensure that the type and trademark notations are legible to the unaided eye.
9. **Permissible Uses of the BurstIQ Marks.** Except for the Logo (with respect to which the formatting requirements are set forth above), you may only use the BurstIQ Marks: (i) in a relational phrase using one of the limited number of conventions set forth below.

Permissible Relational Phrases:

“for”; “for use with”; “with”; “compatible with”; “works with”; “powered by”; “built on”; “built with”; “developed on”; “developed with”

Examples of Permissible Uses:

“MyApplication for LifeGraph®”
“MyApplication powered by LifeGraph®”
“MyApplication built on LifeGraph®”
“MyApplication developed on LifeGraph® Network”
“MyService compatible with LifeGraph® Network”
“MyService for use with LifeGraph® Network”

You may replace BurstIQ Mark in the example above with any of the BurstIQ Marks, so long as your usage of the BurstIQ Marks is accurate.

10. **Hyperlinking.** You shall link each use of the BurstIQ Marks directly to either: (i) www.burstiq.com, or (ii) the URL representing the BurstIQ primary page for the Service used by Your Content. You may not link the BurstIQ Marks to any web site other than the BurstIQ homepage or the primary URL for the applicable Service. You may not frame or mirror any of our web site pages.
11. **No Combination.** You may not hyphenate, combine or abbreviate the BurstIQ Marks. You shall not incorporate the BurstIQ Marks into the name of your organization or your services, products, trademarks, or logos. The foregoing prohibition includes the use of the BurstIQ Marks in the name of any application, service or product or in a URL (e.g., “.com”, “.net”, “.uk”, etc.). For example, URLs such as “burstiq.mydomain.com”, “mydomainlifegraph.net”, “lifegraphsolutions.com”, or “mydomain.com/burstiq” are expressly prohibited.
12. **Attribution.** You must include the following statement in any materials that include the BurstIQ Marks: “BurstIQ, the ‘Powered by LifeGraph’ logo, and [name any other BurstIQ Marks used in such materials] are trademarks of BurstIQ, Inc. or its affiliates in the United States and/or other countries.
13. **No Misleading Use.** You may not display the BurstIQ Marks in any manner that is misleading, unfair, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable as determined by us in our sole discretion.
14. **Trade Dress.** You may not imitate the trade dress or “look and feel” of any of our web sites or pages contained in any of our web sites, including without limitation, the branding, color combinations, fonts, graphic designs, product icons or other elements associated with us.
15. **Compliance with Law; Appropriate Activities.** You may not use the BurstIQ Marks in any manner that violates any United States or foreign, federal, state, provincial, municipal, local or other, law or regulation. Without limiting the foregoing, or any provision in the Agreement, you may not display any BurstIQ Mark in, on, or in association with Your Content if Your Content (i) contains or displays adult content, (ii) promotes illegal activities, gambling, or the sale of tobacco or alcohol to persons under twenty-one (21) years of age, or (iii) violates the Acceptable Use Policy in any manner.
16. **Reservation of Rights.** Except for the limited permission specified in Section 3 above, nothing in the Agreement or these Trademark Guidelines shall grant or be deemed to grant you any right, license, title

or interest in or to any BurstIQ Mark or any of our or our affiliates' other trademarks, service marks, trade names, logos, product names, service names, legends, other designations, or abbreviations of any of the foregoing. You acknowledge and agree that we and our affiliates retain any and all intellectual property and other proprietary rights in and to the BurstIQ Marks. All use by you of the BurstIQ Marks including any goodwill associated therewith, shall inure to the benefit of BurstIQ.

17. **Right to Review.** We reserve the right to periodically request samples of your use of the BurstIQ Marks so that we can confirm your proper use of the BurstIQ Marks.
18. **No Challenges.** You agree that you will not, at any time, challenge or encourage, assist or otherwise induce third parties to challenge the BurstIQ Marks (except to the extent such restriction is prohibited by law) or our registration thereof, nor shall you attempt to register any trademarks, service marks, trade names, logos, product names, service names, legends, domain names, other designations, or abbreviations of any of the foregoing, or other distinctive brand features that are confusingly similar in any way (including, but not limited to, sound, appearance and spelling) to the BurstIQ Marks.
19. **Contact Information.** If you have questions regarding your obligations under these Trademark Guidelines or questions about any BurstIQ Mark, please contact us at: marketing@burstiq.com.