



134 North LaSalle Street
Suite 2200
Chicago, IL 60602

**WELLBEING SERVICES
AGREEMENT
ORDER FORM (USA)**

Sponsoring Organization Order No.: Q-36797
Initial Term: 12 Months
Territory: United States
Currency: \$/USA

Sponsoring Organization Information				
Sponsoring Organization Legal Name Fayette County Board of Education	Entity Type	Jurisdiction of Formation	Registration Number	
Sponsoring Organization Service Contact Christi Sexton	Phone No. (859) 893-0729	e-mail Christi.sexton@fayette.kyschools.us		
Sponsoring Organization BILLING Address (please insert full and complete mailing address including applicable postal codes and county) 450 Park Place, Lexington, KY 40511				
Sponsoring Organization NOTICE Address – if different from billing address above (please insert full and complete mailing address including applicable postal codes and county) (optional)				
Standard Service Package* (check all that apply)	Budgeted Utilization Rate (BUR)	Unit Price	Minimum Quantity	Estimated Recurring Fees & Invoice Frequency
☒ Essential Wellbeing ☒ LifeWorks Learning Value Add-On ☐ WSP Value Add-On ☒ CI Value Add-On	2.75%	\$1.09 per Direct Eligible User per month	6,000 (# of current Direct Eligible Users)	\$19,620.20 per invoice, Quarterly invoicing
California EAP	Non-Territorial EAP	Session Model*		Website
☐ Yes ☒ No	☐ Yes ☒ No	Clinically Appropriate Sessions		www.LifeWorks.com
Effective Date	Summary of Estimated Totals (not including Ancillary Services)			Total
December 1, 2022	Total Estimated Implementation Fees			\$0.00
	Total Estimated Annual Contract Value (recurring Fees)			\$78,480.00 per year
Ancillary Services (check all that apply)				
☐ LifeWorks Learning Services ☐ Workplace Support Programs (WSP) Services ☐ Critical Incident Support Management (CI) Services ☐ Onsite Counseling				
Affiliates or Associated Legal Entities Receiving Services				

* See Services Schedule for more details

All prices on this Order Form are exclusive of all Taxes

This Agreement to sponsor Services for Sponsoring Organization's Eligible Users is being entered into between you, as the Sponsoring Organization defined above, and the LifeWorks party identified in the signature block below. This Order Form, together with the Standard Terms and Conditions, and any schedules, exhibits, attachments, annexes and appendices shall collectively constitute the Agreement between the parties. IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date written above.

LIFEWORKS

LifeWorks (US) Ltd., a Delaware corporation

Per: _____

Name: _____

Title: _____

I have the authority to bind LifeWorks

SPONSORING ORGANIZATION

Fayette County Board of Education

Per: _____

Name: _____

Title: _____

I have the authority to bind the Sponsoring Organization

STANDARD TERMS & CONDITIONS (USA)

In this Agreement the LifeWorks entity identified on the Order Form is referred to as "LifeWorks" and the Sponsoring Organization identified on the Order Form is referred to as "Sponsoring Organization." Each party may also be referred to as a "Party" or collectively as the "Parties".

Section 1. Defined Terms.

Defined Term	Definition
Administrator	Any individuals that the Sponsoring Organization elects, in its sole discretion, to grant access to its Administrator Account
Affiliate	With respect to any person, an Affiliate means any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, that person.
Agreement	The Order Form, these Standard Terms & Conditions, and any other schedules, addendums, or exhibits
Ancillary Services	Those Services agreed between the parties which have been selected as applicable services on the Order Form; these services shall be subject to additional fees in accordance with Section 3.1 and shall be subject to additional terms as set out in Section 2.8
App	The LifeWorks mobile application available for download from third party mobile application stores or from the LifeWorks Website
Budgeted Utilization Rate (BUR)	The estimated annual Utilization Rate reflected on the Order Form which is based on the Sponsoring Organization's historical Utilization Rate or, if Sponsoring Organization is a new client, the Utilization Rate of a comparable client
Business Day	Any day other than a Saturday, Sunday or statutory holiday in the jurisdiction in which this Agreement is governed.
Case	The use of EAP Services by Eligible Users for a presenting issue related to a topic identified on the Services Schedule
Direct Eligible User	An employee or other sponsored member of Sponsoring Organization who has the primary direct relationship with Sponsoring Organization. Sponsoring Organization is ultimately responsible for determining who is a Direct Eligible User and, if required in this Agreement, for disclosing that information to LifeWorks
EAP Services	The counseling services categorized as such on the Services Schedule
Effective Date	The effective date set out on the Order Form
Eligible User Documentation	The Privacy Policy, Privacy Policy for the European Union and United Kingdom, Mobile Applications Privacy Policy, Cookie Policy, and User Terms, each as amended from time to time, available on the Website or through the App
Eligible Users	Collectively, Direct Eligible Users and Indirect Eligible Users
Indirect Eligible User	The spouses, domestic partners, lineal decedents or antecedents, or household dependents, whose relationship with Sponsoring Organization is solely through one of Sponsoring Organization's Direct Eligible Users
Initial Term	The initial term set out on Order Form
Intellectual Property	All patent rights, moral rights, copyrights, software code, source code, applications, tools, digital content, service marks, trademarks, registered and unregistered designs, rights in databases, trade secrets and other intellectual property

Life Content Library	A library of digital wellbeing content that provides Eligible Users with access to LifeWorks' standard array of fitness support and other activity resources such as virtual workouts
Minimum Quantity	The number of Direct Eligible Users set out on the Order Form
Personal Information	Information about an identifiable individual which is protected by any applicable privacy or data protection law, statute, or regulation applicable to such individual in the Territory
Services	Collectively, EAP Services, and Wellbeing Platform Services, as well as any Ancillary Services being contracted for hereunder, each as applicable
Territory	The territory where Services are based, set out on the Order Form
Unit Price	The unit price for Services set out on the Order Form, which may be adjusted as provided herein
Utilization Rate	A percentage rate measured over a defined time period, calculated as the number of Cases delivered during such time period divided by the Sponsoring Organization's average monthly population of Direct Eligible Users during such time period
Website	The website listed on the Order Form and all subdomains thereof as well as any other future domains through which LifeWorks makes the Services available
Wellbeing Platform	The digital environment on which the Wellbeing Platform Services are provided
Wellbeing Platform Services	The Services available through the Website and App that are categorized as such on the Services Schedule

Section 2. Services.

2.1. Performance of Services. LifeWorks shall be responsible for providing the Services specified on the Order Form and in any applicable Schedule to Sponsoring Organization's Eligible Users. LifeWorks may, in LifeWorks' sole discretion, subcontract any of the Services to LifeWorks' Affiliates or to LifeWorks' network of local affiliate counselors (as independent contractors). LifeWorks relies on a variety of third-party digital content providers and LifeWorks' global business partners where applicable to provide the Wellbeing Platform Services. Notwithstanding the foregoing, as between LifeWorks and Sponsoring Organization, LifeWorks shall be responsible for the Services performed by any such third parties as if LifeWorks performed those Services subject to the terms and conditions set out in this Agreement.

2.2. Location of Eligible Users.

(a) **Territorial Eligible Users.** LifeWorks' Services are based in the Territory, which is a jurisdiction or geographic location where LifeWorks agrees that LifeWorks is in compliance with applicable data storage laws for individual persons within that Territory. This Agreement assumes that Eligible Users are residents of the Territory and are using the Services from within the Territory ("Territorial Eligible Users"). Notwithstanding the foregoing, LifeWorks accepts that LifeWorks' Services may be accessed from outside the Territory by Eligible Users who are travelling or who are temporarily (less than 6 months in any 12-month period) based outside the Territory. In those cases, LifeWorks expects Sponsoring Organization's Eligible Users to access LifeWorks' EAP Services telephonically and Sponsoring Organization acknowledges that the Wellbeing Platform Services may not be fully accessible outside the Territory (for example, certain retail offers may



not be available to Territorial Eligible Users who are accessing the Wellbeing Platform Services from outside the Territory).

(b) **Non-Territorial Eligible Users.** Unless otherwise stated in this Agreement, if Sponsoring Organization wishes to sponsor Services for Direct Eligible Users who permanently reside outside of the Territory or who desire to use or access the Services primarily from outside the Territory ("**Non-Territorial Eligible Users**"), the Parties shall separately address the Services available to such Non-Territorial Eligible Users, as well as any other specific terms and conditions applicable to such Non-Territorial Eligible Users, in the **Non-Territorial Eligible Users Exhibit**, which may include session limits, service delivery modalities and pricing that differ from comparable Services applicable to Territorial Eligible Users. In the absence of any other agreement between the Parties, global Services for multinational Sponsoring Organizations will be addressed in one or more addendums to the **Non-Territorial Eligible Users Exhibit**. Unless otherwise set forth in the **Non-Territorial Eligible Users Exhibit**, or if no such Schedule is included in this Agreement, Sponsoring Organization acknowledges that LifeWorks is not obligated to provide any Services outside of the Territory.

(c) **California EAP Services.** Notwithstanding any other provision in this Agreement, Sponsoring Organization must inform LifeWorks in writing if any of Sponsoring Organization's Eligible Users reside in or expect to receive any EAP Services in California. LifeWorks has no obligation to provide any EAP Services in California until the Parties have complied with applicable California laws.

2.3. Minimum Age of Eligible Users; Valid Legal Consent Requirement. Except as otherwise restricted or required by locally applicable law, Eligible Users must be legally eligible to independently use the EAP Services and must otherwise legally be able to independently accept and comply with the eligibility requirements set forth in the Eligible User Documentation to access the Wellbeing Platform Services. If Eligible Users are not legally eligible to independently use the Services, such Eligible Users may only use or access the Services with the consent of a parent or other legal guardian capable of providing legally acceptable consent.

2.4. Nature of LifeWorks' Relationship with Sponsoring Organization's Eligible Users. Due to the sensitive nature of the Services LifeWorks provides, Sponsoring Organization acknowledges that LifeWorks has the right to communicate directly and privately with Eligible Users as necessary to provide the Services to Eligible Users. The relationship between Sponsoring Organization's Eligible Users and LifeWorks will remain confidential in the absence of an Eligible User's consent to release information about the Eligible User and LifeWorks shall be under no obligation to disclose any Personal Information LifeWorks possesses about Sponsoring Organization's Eligible Users to Sponsoring Organization, even if that information might be beneficial to Sponsoring Organization.

2.5. Changes to Services, Supplemental Services; Amendments. LifeWorks reserves the right to make changes to the Services (including, but not limited to, upgrades, EAP Services delivery protocols or the features and services available on LifeWorks' Wellbeing Platform including the specific inclusion or exclusion of retailers in LifeWorks' Perks & Savings Services), or to other aspects of the Services that affect LifeWorks' customers generally and that are reasonable and necessary to LifeWorks' business operations; *provided, however*, that if a change is made to Sponsoring Organization's Services that Sponsoring Organization reasonably and in good faith determines to substantially degrade the value of the Services Sponsoring Organization contracted for under this Agreement, then Sponsoring Organization may terminate this Agreement as if LifeWorks had materially breached this Agreement pursuant to the procedures set forth in Section 4.2(b) of these Standard Terms & Conditions. LifeWorks shall have the opportunity to cure LifeWorks' deemed breach or show that the changes LifeWorks made did not substantially degrade the value of the Services Sponsoring Organization contracted for under this Agreement. Notwithstanding the foregoing, the Parties may enter into amendments, addendums or other modifications at any time provided that such modification is set forth in writing signed by both Parties.

2.6. Responsibility for Eligible Users Using the Wellbeing Platform Services. Sponsoring Organization acknowledges that, as

between the Parties, Sponsoring Organization is in a better position to restrict access to the Wellbeing Platform Services and to manage and discipline Sponsoring Organization's Eligible Users who abuse the Wellbeing Platform Services or breach the terms and conditions in the Eligible User Documentation

2.7. Unauthorized Access to Sponsoring Organization's Services. Sponsoring Organization shall use reasonable efforts to prevent unauthorized persons from accessing or using the Services and Sponsoring Organization must notify LifeWorks promptly if Sponsoring Organization becomes aware of any unauthorized access to or use of the Services; *provided, however*, that this paragraph does not limit LifeWorks' responsibility to maintain and enforce the security features LifeWorks uses to prevent unauthorized persons from accessing or using the Services.

2.8. Ancillary Services. If Sponsoring Organization has elected to receive any Ancillary Services (as set out on the Order Form) such Ancillary Services shall be considered "Services" under this Agreement and the additional terms and conditions applicable to such Ancillary Services that are included in the **Ancillary Services Schedule** attached hereto shall apply.

Section 3. Fees; Taxes.

3.1. Calculation of Fees. Sponsoring Organization shall pay the fees equal to the Unit Price multiplied by the Minimum Quantity of Direct Eligible Users (or Sponsoring Organization's actual Direct Eligible User population as updated (the "**Fees**"). Fees do not include any applicable Federal, Provincial, State or jurisdictional taxes or levies, or any other sales tax, VAT, or GST, as applicable.

If the Sponsoring Organization has elected to purchase any Ancillary Services, such Ancillary Services will be provided at an additional cost beyond the price that is set out in the Order Form. The fees for such Ancillary Services shall be as set out in the schedules that describe the applicable Ancillary Service in the **Ancillary Services Schedule** attached hereto, and all such fees shall be considered "**Fees**" for purposes of this Agreement.

If other rates apply to any part of Sponsoring Organization's user population, such as a different Unit Price per Non-Territorial Eligible User, such rates are described in and calculated in the manner set forth on the **Non-Territorial Eligible Users Exhibit** and any amounts payable thereunder constitute Fees for purposes of this Agreement. The Parties acknowledge and agree that the fees set out on the Order Form are an estimate and that the actual Fees may vary according to the Sponsoring Organization's population of Direct Eligible Users.

3.2. Incurring Fees. Sponsoring Organization shall not begin to incur Fees until the earlier of (a) the first day LifeWorks actually begins to perform Services for Direct Eligible Users, or (b) the first day of the calendar month immediately following the date on which LifeWorks has completed all of LifeWorks' implementation or onboarding activities, even if Sponsoring Organization has not communicated that the Services are available to Sponsoring Organization's Eligible Users or (where applicable) provided LifeWorks with an User List (through no fault of LifeWorks), in which case LifeWorks shall use the Minimum Quantity to calculate Sponsoring Organization's Fees.

3.3. Invoicing: The Fees will be invoiced *in advance* on the frequency identified on the Order Form and will be calculated based on the number of Direct Eligible Users as of the Effective Date and shall reflect timely updates to Direct Eligible Users. LifeWorks reserves the right to invoice the Sponsoring Organization less frequently if Sponsoring Organization's estimated periodic invoice amount is below 1,000.00 per month or 3000.00 per quarter in the specified Currency. Any Ancillary Services will be invoiced and payable monthly *in arrears* unless otherwise agreed.

3.4. Expenses. LifeWorks reserves the right to charge the Sponsoring Organization for expenses related to the delivery of Services on-site that are incurred by LifeWorks, including but not limited to transportation and accommodation costs. Such expenses are not included as part of the fees set out on the Order Form and will be invoiced separately.

3.5. Pricing Adjustments. Except as set forth in Sections 3.6 and 3.7, if LifeWorks wants to adjust the Unit Price or the rates for any



Ancillary Services ("Pricing Adjustment"), LifeWorks may do so by notifying Sponsoring Organization at the email address set forth on the Order Form. If no objection is received by LifeWorks from Sponsoring Organization within thirty (30) days, then Sponsoring Organization will be deemed to have accepted the Pricing Adjustment and it will become effective.

3.6. Inflation Adjustments. Notwithstanding anything to the contrary in Section 3.5 the Fees will be subject to an annual increase on each anniversary of the Effective Date based on the greater of 2.0% or the rise in the annual wage as reflected in the National Average Wage Index (NAWI) issued by the United States Social Security Administration.

3.7. Excess Utilization Rate Adjustment. If Sponsoring Organization's actual Utilization Rate over any 12-month period exceeds the Budgeted Utilization Rate by one percentage point or more, LifeWorks will adjust the Unit Price ("Adjusted Rate"), establish an adjusted BUR, and notify Sponsoring Organization of the Adjusted Rate and adjusted BUR. The Adjusted Rate and the adjusted BUR will remain in effect for the balance of the Term. Any such increase in Fees will not be retroactive. If Sponsoring Organization objects to the Adjusted Rate or adjusted BUR, Sponsoring Organization shall provide notice of such objections to LifeWorks within thirty (30) days and the Parties shall attempt in good faith to resolve the dispute. If the parties do not agree on the Adjusted Rate and adjusted BUR, then LifeWorks shall have the right to (a) terminate this Agreement upon ninety (90) days advance written notice; or (b) continue to provide Services for the Fees in effect immediately prior to the Excess Utilization Rate Adjustment.

3.8. Payments. Sponsoring Organization must pay LifeWorks all Fees plus applicable Taxes and expenses, in the currency specified on the Order Form. All Fees shall be paid to LifeWorks within thirty (30) days of the date of an invoice. Sponsoring Organization shall pay all invoices via pre-authorized debit (PAD), recurring credit card (PAP) payments or Direct Debit. Payment will be processed on the invoice due date or the first business day following the invoice due date if the due date is on a weekend or a holiday. Sponsoring Organization shall complete all documentation requested by LifeWorks to set up the payment method concurrently with the execution of this Agreement.

3.9. Taxes Applicable to Eligible Users. Notwithstanding anything to the contrary in this Agreement, Sponsoring Organization (or Sponsoring Organization's applicable Affiliates) shall be responsible for calculating, withholding, and paying to the applicable taxing authority, any amounts that arise in respect of fringe benefit, social security, social welfare, and other applicable taxes or when Sponsoring Organization is deemed to have provided anything of taxable value to Sponsoring Organization's Eligible Users. Notwithstanding the foregoing, LifeWorks acknowledges that LifeWorks shall remain responsible for all income taxes LifeWorks incurs because of LifeWorks' providing the Services pursuant to this Agreement.

Section 4. Term and Termination.

4.1. Initial Term; Automatic Renewal. This Agreement will be effective when signed by both Parties and shall continue until the end of the Initial Term identified on the Order Form. This Agreement shall automatically renew for successive one-year periods ("Renewal Term") unless either Party delivers to the other, at least ninety (90) days prior to the end of the Initial Term or the applicable Renewal Term (collectively referred to as the "Term"), written notice of the Party's intention not to renew the Agreement ("Non-Renewal").

4.2. Termination. Notwithstanding Section 4.1 above:

(a) LifeWorks may terminate this Agreement at any time if Sponsoring Organization fails to pay Fees when due and for thirty (30) days thereafter (other than Fees being disputed in good faith by Sponsoring Organization).

(b) Either Party may terminate this Agreement immediately upon written notice if a material breach remains uncured by the breaching Party for more than thirty (30) days after the breaching Party's receipt of a notice from the non-breaching Party describing the breach with reasonable specificity.

(c) After the Initial Term, each Party shall have the right to terminate this Agreement by giving at least ninety (90) days prior written notice of termination to the other Party.

(d) This Agreement shall automatically terminate, without notice: (i) upon the institution by or against either Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of either Party's debts; (ii) upon either Party making an assignment for the benefit of creditors; or (iii) upon either Party's dissolution or ceasing to do business.

4.3. Effect of Termination or Expiration; Unfinished Counseling Sessions; Closing Accounts. Upon the expiration or termination of this Agreement:

(a) Sponsoring Organization shall pay all outstanding Fees within thirty (30) days after the date of such expiration or termination;

(b) LifeWorks shall cease to provide Services on such expiration or termination date except that Eligible Users who have not completed their course of counseling sessions (which began before such expiration or termination date) shall be able to complete any planned course of counseling sessions under this Agreement; and

(c) Each Eligible User's Account (as defined in the Eligible User Documentation) on the Wellbeing Platform will be closed and the Eligible Users shall have a reasonable opportunity to withdraw or redeem unused amounts in their CashBack Wallets, in each case in accordance with the terms and conditions set forth in the Eligible User Documentation.

Section 5. Confidentiality and Data Privacy.

5.1. Confidentiality. Neither Party shall use or disclose confidential information of the other Party except as required in accordance with such Party's obligations under this Agreement. The terms and conditions of this Agreement (including pricing provisions) shall be kept confidential at all times. Any Party receiving confidential information under this Agreement (the "Receiving Party") shall use the same degree of care as it uses to protect its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the confidential information of the Party that has disclosed such confidential information (the "Disclosing Party"). The foregoing obligations shall not apply to any information that: (i) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the Receiving Party; (ii) is subsequently disclosed to the Receiving Party by a third party that does not impose an obligation of confidentiality on the Receiving Party; (iii) was known to the Receiving Party at the time of disclosure; (iv) was generated independently by the Receiving Party; or (v) is required or permitted to be disclosed by law, subpoena or other legal process. In the absence of a separate written agreement, LifeWorks may share Sponsoring Organization's confidential information with LifeWorks' third-party subcontractors or vendors who are bound by obligations of confidentiality to LifeWorks at least as stringent as those in this Agreement, but only to the extent reasonably necessary for LifeWorks to perform LifeWorks' obligations under this Agreement.

5.2. Data Privacy. LifeWorks shall comply with all applicable Federal, Provincial, and State laws concerning information or data privacy. Where applicable the Parties may be required by applicable law to enter into a data protection agreement. LifeWorks' standard agreements will be separately provided to Sponsoring Organization and, if executed, shall be incorporated into this Agreement as if set forth herein.

5.3. Receipt and Use of Personal Information. LifeWorks does not expect, need, or desire to receive, and Sponsoring Organization shall not disclose, any Personal Information about Sponsoring Organization's Eligible Users to LifeWorks. Instead, LifeWorks expects to collect such information (if at all) directly from the Eligible Users who use the Services. Sponsoring Organization acknowledges that LifeWorks may use, process, transfer, or disclose Eligible Users' Personal Information to LifeWorks' subcontractors and vendors to the extent LifeWorks is authorized to do so by the consents Eligible Users provide to LifeWorks, including without limitation pursuant to the Eligible User Documentation, but only to the extent reasonably necessary for LifeWorks to perform its obligations under this Agreement.



5.4. Injunctive Relief. The Receiving Party agrees that any breach by it or by any of its agents, representatives or employees of the provisions hereof may cause irreparable harm to the Disclosing Party and that actual damages may be difficult to ascertain and, in any event, may be inadequate. Accordingly, in the event of such breach, the Disclosing Party shall be entitled to seek temporary and/or permanent injunctive relief against the Receiving Party and/or its agents, representatives, and employees (in addition to such other legal or equitable remedies as may be available), without the necessity of proving irreparable harm or actual damage to the Disclosing Party.

Section 6. Intellectual Property.

6.1. Ownership. Each Party owns all Intellectual Property it owned prior to the Effective Date and that which it creates in the performance of its obligations under this Agreement. As between the Parties and vis à vis any third party, LifeWorks is and shall remain the sole and exclusive owner of all Intellectual Property in the Wellbeing Platform and in any materials LifeWorks prepares for Sponsoring Organization in order for LifeWorks to advertise LifeWorks' services to Sponsoring Organization's Eligible Users (together with any related goodwill, whether owned by LifeWorks or licensed to LifeWorks, on the Effective Date or acquired thereafter); *provided, however*, that Sponsoring Organization shall remain the sole owner of any Intellectual Property Sponsoring Organization provides to LifeWorks to customize the Wellbeing Platform for Sponsoring Organization's Eligible Users or to create any such advertising materials for Sponsoring Organization's Eligible Users. For clarity, the reports LifeWorks delivers to Sponsoring Organization as part of the Services (but not the underlying data) shall become Sponsoring Organization's property upon delivery. Sponsoring Organization will not (and Sponsoring Organization's Eligible Users will not) acquire any ownership of, or other rights in relation to, any of LifeWorks' Intellectual Property by using or receiving any Services. Upon the expiration or termination of this Agreement each Party shall promptly return to the other Party, any Intellectual Property of the other Party in its possession or control.

6.2. License. LifeWorks hereby grants to Sponsoring Organization and Sponsoring Organization's Eligible Users, starting on the Effective Date and continuing throughout the Term, a non-exclusive, non-transferable license to access and use the Wellbeing Platform and LifeWorks' other Intellectual Property as may be required to receive and use the Services for the duration of this Agreement. LifeWorks' license grant is subject to the following conditions:

(a) Sponsoring Organization shall not assign, transfer, sublicense, charge or otherwise deal in, encumber, or make available to any third party the Services, the Wellbeing Platform, or any of LifeWorks' other Intellectual Property, and any attempt to do so shall be null and void and shall constitute Sponsoring Organization's material breach of this Agreement; and

(b) Sponsoring Organization shall not (and shall not attempt to) modify, merge, copy, disseminate, display, disassemble, reverse engineer, tamper with, or otherwise attempt to decrypt or derive any source code, digital content, trade secrets or proprietary information included in LifeWorks' Wellbeing Platform or create any websites or mobile applications similar to LifeWorks' Wellbeing Platform.

Section 7. Warranties; Disclaimers.

7.1. By LifeWorks. LifeWorks warrants to Sponsoring Organization that: (i) LifeWorks shall perform the services in a professional and workmanlike manner in accordance with this Agreement; (ii) LifeWorks' Intellectual Property does not now, and shall not during the Term, infringe on the rights of any third-party; (iii) LifeWorks has the requisite authority to enter into this Agreement and is lawfully entitled to supply the Services to Sponsoring Organization and Sponsoring Organization's Eligible Users; (iv) LifeWorks will use reasonable skill and care to perform the Services in accordance with industry practice; (v) LifeWorks will comply with all laws and regulations applicable to LifeWorks relating to LifeWorks' provision of the Services; and (vi) LifeWorks shall maintain amounts and types of insurance coverage appropriate to similarly situated businesses in LifeWorks' industry and Sponsoring Organization may request from LifeWorks, and LifeWorks shall provide, a certificate of insurance from LifeWorks' insurers no more frequently than once per year.

7.2. By Sponsoring Organization. Sponsoring Organization warrants to LifeWorks that: (i) Sponsoring Organization has all the requisite authority to enter into this Agreement and is lawfully entitled to enter into this Agreement; (ii) Sponsoring Organization is solely responsible for the accuracy and completeness of all information Sponsoring Organization provides to LifeWorks pursuant to this Agreement; (iii) Sponsoring Organization will comply with the limitations, restrictions and obligations as set out in this Agreement; and (iv) Sponsoring Organization will provide all reasonable cooperation to LifeWorks in the performance of this Agreement.

7.3. Disclaimer Regarding Licensed Professionals and Fiduciaries. LifeWorks' Services are not intended to replace disciplines requiring professional licensure such as the practice of law, psychiatry, medicine or financial advisory services. An independently licensed lawyer, doctor, fiduciary or other applicable licensed professional will be involved whenever LifeWorks' Services could constitute the practice of law, psychiatry, medicine, financial advisory services or other licensed discipline. LifeWorks does not provide separate insurance for the actions or inaction of any such professionals.

7.4. Disclaimer Regarding External Links. The Wellbeing Platform may include links to third-party websites, including websites of LifeWorks' commercial partners or websites promoted by their respective commercial partners. LifeWorks is not responsible for: (i) the operation or content of these other websites; (ii) any act or omission of their commercial partners or other third parties promoted on these other websites; and (iii) any links provided (or not provided) by such third parties.

7.5. Exclusions. The warranties provided in this Agreement comprise all the warranties made with respect to the Services pursuant to this Agreement. Any other representations, warranties, conditions or other terms, whether express or implied and including, without limitation, implied warranties, conditions and other terms of merchantability, satisfactory quality or fitness for a particular purpose, are expressly excluded to the extent permitted by law. Without limiting the foregoing, LifeWorks does not warrant that, to the extent the Services require computers, computer software, mobile devices, mobile network technology or other third-party hardware, software, or technology, the provision of those Services will be entirely error free or will run uninterrupted.

Section 8. Limitation of Liability.

8.1. Liability Limits; No Consequential Damages. LifeWorks' liability (including the liability of any of LifeWorks' Affiliates), if any, to any person, arising out of or in any way related to this Agreement or the performance of LifeWorks' duties and obligations hereunder, shall for all purposes in total be limited to direct damages in an amount not to exceed an amount equivalent to twelve (12) months of Fees paid by Sponsoring Organization in the period prior to the event giving rise to the claim. In no event shall LifeWorks have any liability at any time for any loss of profits, loss of business revenue, failure to realize expected savings, or for any indirect, special, or consequential damages, even if advised of the possibility of such damages.

Section 9. Notices. All notices given under this Agreement shall be in writing and shall be sent to the Parties at the address set forth on the Order Form, attention to their respective Legal Departments. Each such notice, request or communication shall be effective upon receipt or if not received on a Business Day, on the next succeeding Business Day.

Section 10. Applicable Law. This Agreement shall be governed by and construed in accordance with substantive law of the State of Kentucky and the federal laws of the United States applicable therein and each Party agrees to submit to the exclusive jurisdiction of the courts in Fayette County, Kentucky, but each Party is also entitled to apply to any court worldwide for injunctive relief or other remedies in order to protect or enforce its Intellectual Property rights or confidential information.

Section 11. Force Majeure. If either Party to this Agreement (the "Non-Performing Party") is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any Force Majeure Event, and if the Non-Performing Party has used commercially reasonable efforts to avoid the impact of the applicable Force Majeure



Event and minimize its duration, then the Non-Performing Party's failure to perform its obligations will be excused and will not give rise to any liability for losses or other damages, and the time for performance of such obligations will be extended for the period of delay or inability to perform due to such Force Majeure Event. In order to be excused from its obligations as a result of a Force Majeure Event, the Non-Performing Party shall be required to (i) promptly notify the other Party of the circumstances creating the failure or delay to meet its obligations, and (ii) for so long as it is continuing to excuse its obligations under the Agreement, use commercially reasonable efforts to re-commence performance of its obligations as soon as reasonably possible. Any payment obligations of either Party hereunder shall not be excused as the result of any Force Majeure Event provided that the banking systems used by the Parties in the ordinary course of business are functioning normally notwithstanding the Force Majeure Event. "Force Majeure Event" shall mean any (i) act of God, fire, casualty, flood, hurricanes, earthquakes or other natural disasters, (ii) war, riots, terrorism, insurrection, hostilities (whether declared or not) or acts of foreign enemies, (iii) failure of public utilities, loss of electrical or other power or telecommunications equipment not attributable to a Party's negligence, or destruction of production facilities (iv) pandemic, epidemic or other public health emergency, (v) act, exercise, assertion or requirement of any Governmental and Regulatory Authority, or (vi) any other similar cause as those listed herein that are beyond the reasonable control of a Party.

Section 12. Waiver. No delay or indulgence by either Party at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, shall be construed as a waiver of such provision or right, nor shall it prejudice or restrict the rights of that Party. A waiver of its rights shall not operate as a waiver of any subsequent breach. No right, power or remedy conferred upon or reserved for either Party is exclusive of any other right, power or remedy available to that Party and the rights, powers and remedies shall be cumulative.

Section 13. English Language. The Parties have expressly requested that this Agreement be drawn up in the English language.

Section 14. Severability. Any provision of this Agreement, which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 15. Entire Agreement. The Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings regarding the subject matter hereof, whether written or verbal and each of the Parties acknowledges that it has not been induced to enter into this Agreement by reason of any other representation made by or on behalf of the other Party. Nothing in the preceding sentence shall limit or exclude any liability for fraud or fraudulent misrepresentation. Any amendment to this Agreement must be in writing and signed by authorized representatives of both Parties.

Section 16. Survival. Terms which by their nature survive expiration or Non-Renewal of this Agreement shall survive, including but not limited to Section 2.4 (Nature of LifeWorks' Relationship With Sponsoring Organization's Eligible Users), Section 3 (Fees; Taxes), Section 4.3 (Effect of Termination or Expiration; Unfinished Counseling Sessions; Closing Accounts), Section 5 (Confidentiality and Data Privacy), Section 6 (Intellectual Property), Section 8 (Limitation of Liability), Section 10 (Applicable Law), Section 12 (Waiver), Section 14 (Severability), and Section 17 (Assignment).

Section 17. Assignment. This Agreement shall be binding upon both Parties and their respective, successors and permitted assigns. Neither Party may assign or transfer this Agreement to any third-party; *provided, however*, that LifeWorks may assign (including an assignment by operation of law), transfer or delegate any of LifeWorks' rights or obligations to any of LifeWorks' Affiliates or any successor in interest to all or substantially all of the assets or business of any LifeWorks line of business, without Sponsoring Organization's consent, in which case, such Affiliate or successor in interest shall be bound by and entitled to the benefit of the terms, conditions and obligations of this Agreement.

Section 18. Electronic Signatures; Counterparts. Signatures may be provided in digital form (such as DocuSign™) or transmitted by electronic means (such as via email confirmation, .PDF or facsimile). This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement. No counterpart shall be effective until each Party has executed at least one counterpart.



WELLBEING SERVICES SCHEDULE (UNITED STATES OF AMERICA)

The EAP Services and Wellbeing Platform Services contracted for under the Agreement (and selected on the Order Form) are described in detail in this Services Schedule. The Sponsoring Organization and LifeWorks acknowledge and agree that the following additional services terms shall apply to the Services contracted for hereunder:

1. **Change in Number of Eligible Users.** Sponsoring Organization shall update its Direct Eligible User population at least once per year, and more frequently if directed by LifeWorks, by providing updated population counts to LifeWorks via the designated Customer Success Manager. Updates must be received no later than the fifth (5th) day of the calendar month in order to apply to the following month. Sponsoring Organization agrees not to reduce its Direct Eligible Users by more than five percent (5%) in any month except as otherwise agreed by the Parties.
2. **Using Services; Affiliates.** The Services may be accessed only by Direct Eligible Users and their associated Indirect Eligible Users. Direct Eligible Users of Sponsoring Organization's Affiliates (and their associated Indirect Eligible Users) may use the Services only if authorized by Sponsoring Organization.. If the Services are used by Eligible Users of any of Sponsoring Organization's permitted Affiliates then each such Affiliate shall be deemed to be bound by this Agreement and shall be jointly and severally responsible for all payments owed to LifeWorks hereunder; *provided, however*, that only Sponsoring Organization (and not Sponsoring Organization's Affiliates) shall be entitled to bring an action under this Agreement against LifeWorks. In order for Sponsoring Organization's Affiliates to be eligible to provide the Services to their Eligible Users pursuant to this Agreement Sponsoring Organization must identify them on the Order Form. Notwithstanding the foregoing, this Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
3. **Consent to EAP Services.** Sponsoring Organization's Eligible Users will request access to the EAP Services by telephone, or through an alternative modality (such as chat or video) offered on LifeWorks' Wellbeing Platform if available in Sponsoring Organization's jurisdiction. Before receiving any EAP Services (including when calling into LifeWorks' call centers to request EAP Services), Eligible Users will receive information about their privacy rights and shall be required to consent to terms and conditions applicable to LifeWorks' EAP Services prior to being able to access the EAP Services. EAP Services may be provided through in-person counseling sessions, a referral to a community-based resource, or through telephonic or video-based services, in all cases subject to what is available locally under Sponsoring Organization's service plan.
4. **Wellbeing Platform Services User Documentation.** Except for certain Wellbeing Platform Services that do not require Eligible Users to create an individual account on LifeWorks' Wellbeing Platform (such as instructions on how to access the EAP Services or access LifeWorks' Life Content Library), Sponsoring Organization's Eligible Users will each be required to create an account on LifeWorks' Wellbeing Platform and consent to the Eligible User Documentation to access the Wellbeing Platform Services. Copies of the Eligible User Documentation are publicly available on the Website. Notwithstanding anything to the contrary in this Agreement, and subject to applicable law, LifeWorks reserves the right to modify or amend the Eligible User Documentation at any time.
5. **Sponsoring Organization's Administrator Account.** By sponsoring the Wellbeing Platform Services, Sponsoring Organization will have access to an administrator account (the "Administrator Account") and Sponsoring Organization and all Administrators must comply with the portions of the Eligible User Documentation applicable to Administrators when using the Administrator Account. Sponsoring Organization represents and warrants to LifeWorks that: (1) it has obtained all consents necessary for Administrator to have access to the information accessible via the Administrator Account (collectively "Admin Info"); (2) Administrator shall only use the Admin Info as permitted under this Agreement and the Eligible User Documentation and related to the provision or cessation of the Services; and (3) Sponsoring Organization shall indemnify and hold harmless LifeWorks for any losses or damages that result from any actions or omissions of an Administrator.



Essential Wellbeing Services

The following services shall be included in the Sponsoring Organization's Essential Wellbeing offering:

Essential Services	Service Type
24-hours, 7 days a week, toll-free telephone access to Employee Assistance Program ("EAP") for crisis counseling, risk assessment and matching to appropriate service(s)	EAP Services
Professional EAP Counseling: Face-to-face, Telephonic, Video Counseling, Chat, and Self-Directed and Counselor-Assisted Online Programs. <u>Session Limit:</u> ☒ Short Term, Client-Centered (Clinically Appropriate) In no event shall LifeWorks provide more than six (6) sessions per Nevada Eligible User, regardless of issue or topic, within a rolling six (6) month period. Topics including but not limited to: ○ Stress & Life Management ○ Depression, Anxiety, Grief, Loss, Anger, & Violence ○ Relationships, Life Changes, Family Matters, Parenting ○ Substance Abuse, Addictions, Smoking Cessation ○ Career Support & Resiliency Coaching ○ Pre-Retirement Planning (Lifestyle Planning) ○ Personal Traumatic Events	EAP Services
WorkLife Solutions Services: ○ Eldercare Consultation ○ Childcare Consultation ○ Community Referrals ○ Health & Wellbeing Online Programs ○ Virtual Fitness Program ○ Financial Consultation ○ Legal Consultation ○ Workplace Referral (Monitored/Mandated) and non-DOT Substance Abuse Program – 1:1 based on EAP counseling model EAP Services	EAP Services
LifeWorks Platform Services*: ○ Organization Posts – Wellness community feed ○ Wellbeing Content ○ Perks ○ Online Self-Directed Programs ○ Total Wellbeing Index (TWI)	Wellbeing Platform Services
Manager / Key Personnel Consultations (24/7/365)	EAP Services
Digital Promotional Materials	EAP Services & Wellbeing Platform Services
Quarterly Statistical Reports	EAP Services & Wellbeing Platform Services

*Feature availability may require personal accounts.



Essential Value Add-Ons

In addition to the Essential Wellbeing Services described above, the Sponsoring Organization has elected to receive the following value add-on Services:

LifeWorks Learning

LifeWorks Learning services provide industry-leading learning and development programs that support the four pillars of total well-being: mental, physical, financial, and social well-being. The LifeWorks Learning services are delivered both in-person and virtually through LifeWorks' international network of expert facilitators. The Sponsoring Organization has elected to receive the following LifeWorks Learning services (which shall be considered EAP Services under the Agreement) as a value add-on:

Service Description	Quantity*	Maximum Participants Per Session
LifeWorks Learning Solutions In case of any hours remaining unused in any contract year, they will lapse and cannot be carried over to the following year	Bank of <u>20</u> hours included. Hours can be used for Value-Add Seminars from the LifeWorks Value Add Training Catalog or CI interchangeably. Additional LifeWorks Learning is available starting at \$595/hour.	1 hour = one seminar with up to 40 participants per session.

*Sponsoring Organization may be subject to additional charges for any customization of LifeWorks Learning services, for exceeding the maximum participant limit or for the recording of sessions.

In the event that Sponsoring Organization elects to cancel or postpone the provision for the LifeWorks Learning services that it is receiving under the Agreement for any reason (including but not limited to as the result of zero attendees (no shows) as well as cancellations due to inclement weather), it shall be responsible for paying the following cancellation fees to LifeWorks:

- Cancellation 10 or more Business Days prior to the scheduled provision of the Services: No charge.
- Cancellation 5-9 Business Days prior to the scheduled provision of the Services: \$160 per cancelled session.
- Cancellation 2-4 Business Days prior to the scheduled provision of the Services: \$320 per cancelled session.
- Cancellation less than 48 hours prior to the scheduled provision of the Services: \$645 per cancelled session.

Critical Incident Services

Critical incident ("CI") services are comprehensive trauma management services provided by specially trained consultants that include management consultations as well as defusing and debriefing services for critical incidents or disasters. The Sponsoring Organization has elected to receive the following CI services (which shall be considered EAP Services under the Agreement) as a value add-on:

Service Description*	Quantity
Critical Incident Services In case of any hours remaining unused in any contract year, they will lapse and cannot be carried over to the following year.	Bank of <u>20</u> hours included. Hours can be used for CI or Value Add Seminars from the LifeWorks Value Add Training Catalog Interchangeably. Three hours minimum for each request Additional Critical Incident hours for routine response with one counselor are invoiced at \$270/hour.

Sponsoring Organization shall be entitled to receive the number of CI Cases set out in the table above as a value add-on as part of its Services under the Agreement. In the event that Sponsoring Organization elects to cancel or postpone the provision for any CI services that it is receiving under the Agreement for any reason, it shall provide LifeWorks at least 24 hours' notice of such cancellation, failing which LifeWorks will still count such cancelled CI service as a utilized Case for purposes of determining the Sponsoring Organization's quantity of CI services.

The CI services shall operate 24 hours per day, 7 days per week. Response time for intervention delivered onsite at Sponsoring Organization's premises will be within 72 hours of the receipt of such request. While LifeWorks will use commercially reasonable efforts to deliver these CI services within the specified response times, Sponsoring Organization acknowledges that there may be unforeseen circumstances, such as extreme weather, safety & security, etc., which may impact such response times. In the event there are multiple locations impacted by an incident or if a session exceeds four (4) staff hours or multiple trauma responders are required, LifeWorks will consider each response to be a separate provision of these CI services.