

MASTER SERVICES AGREEMENT

This Master Services Agreement, together with any incorporated Statement(s) of Work (each a “Statement of Work”), sets forth the terms and conditions applicable to Customer’s purchase and use of subscriptions to the Products, and form the binding agreement (“Agreement”) between the parties and shall be effective as of the date of the first signed Statement of Work (the “Effective Date”).

1. DEFINITIONS

“**Authorized Users**” means any individuals authorized to use the Products by Customer as specified in a Statement of Work. Authorized Users may be employees or contractors of Customer.

“**Customer Content**” means any materials or other information which is made available to Headspace by Customer (or on Customer’s behalf), including but not limited to trademarks, trade names and service marks for any customization of the Products for the Customer.

“**Customer Data**” may include but shall not be limited to the following: any information provided by Customer about Authorized Users, and/or aggregate and anonymized reports regarding Authorized Users’ use of the Products.

“**Headspace Technology**” means all of Headspace’s proprietary technology (including data, text, video, photos, audio, software, processes, algorithms, API’s, user interfaces, know-how, techniques, designs and other tangible or intangible materials or information) made available to Customer and Authorized Users by Headspace through the Products.

“**Intellectual Property Rights**” means patents, copyrights, trademarks, service marks, trade secrets and other intellectual property rights (registered or unregistered).

“**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“**Statement of Work**” means any document used to place an order hereunder, including addenda and supplements thereto, the terms of which are agreed to by Headspace and Customer in writing. Statements of Work shall be deemed incorporated herein by reference. The initial Statement of Work is attached hereto as Exhibit A.

“**Products**” means Headspace’s online meditation and mindfulness content developed, operated and maintained by Headspace’s mobile applications and, if applicable, its website <http://www.headspace.com> (or other designated website), to which Customer and Authorized Users are being granted access under this Agreement. The Products include, but are not limited to, the Headspace Technology and account management.

2. PRODUCTS

2.1. Provision of the Products. Subject to the terms and conditions of this Agreement, Headspace hereby grants Customer a non-exclusive, non-transferable, non-assignable limited license to use the Products solely for Customer’s own business purposes as set forth in each fully executed Statement of Work. All rights not expressly granted to Customer are reserved by Headspace. Headspace reserves the right to make changes, modifications and enhancements to the Products from time to time. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Headspace regarding future functionality or features.

2.2. Authorized User Accounts. In order to use the Products, each Authorized User will need to create an account through the Products and accept the Headspace Terms & Conditions located at <https://www.headspace.com/terms-and-conditions> (the “**Authorized User Terms & Conditions**”). Such Authorized User Terms & Conditions may be modified by Headspace from time to time with or without notice. Any Authorized User violating the Authorized User Terms & Conditions may have the Authorized User’s account and access to the Products suspended or terminated as provided therein.

2.3. Professional Products. From time to time during the term of this Agreement, Headspace may provide Customer with certain professional Products as described in a Statement of Work (“**Professional Products**”). Headspace shall retain all ownership rights to any and all work product provided to Customer as part of the Professional Products with the exception of any technology, materials or ideas supplied by Customer for incorporation into such work product. Headspace grants Customer a royalty-free, non-exclusive, non-transferable worldwide license to use such work product in connection with the Products. Customer acknowledges that nothing in this Agreement shall restrict or limit Headspace from providing similar Products for any third party.

2.4. Headspace Responsibilities. Headspace will: (i) use commercially reasonable efforts to make the Products available 24 hours a day, 7 days a week, except for (a) planned downtime, or (b) any unavailability caused by circumstances beyond Headspace’s reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Headspace employees), Internet service provider failures or delays, or denial of service attacks; (ii) provide the Products only in accordance with applicable laws and government regulations; and (iii) ensure that the servers

and other hardware related to the Products are maintained in a secure environment, exercising a standard of care customary in the industry.

2.5. Customer Responsibilities. Customer shall: (i) use commercially reasonable efforts to prevent unauthorized access to or use of the Products, and notify Headspace promptly should Customer become aware of any such unauthorized access or use; and (ii) use the Products only in accordance with its intended purpose and applicable laws and government regulations, and (iii) where applicable, be responsible for the accuracy, quality and legality of any Customer Content provided to Headspace. Customer shall not: (a) make the Products available to anyone other than its Authorized Users; (b) sell, resell, rent or lease the Products; (c) knowingly use the Products to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (d) knowingly use the Products to store or transmit Malicious Code; (e) knowingly interfere with or disrupt the integrity or performance of the Products or third-party data contained therein; or (f) attempt to gain unauthorized access to the Products or its related systems or networks.

2.6. License to Customer Content. Where applicable, Customer hereby grants Headspace a limited, non-exclusive, non-transferable, worldwide, royalty-free license during the term of this Agreement solely to use and distribute the Customer Content as part of the Products for the sole purpose of creating custom landing pages, data dashboards, engagement materials, and other works for Customer as part of this Agreement.

2.7. Customer Data. All Customer Data shall be owned by Customer and may only be used by Headspace in order (i) to deliver and optimize the Products and (ii) to develop behavioral insights based on Authorized Users' use of the Products so long as those insights are utilized in a such a way that does not identify any Authorized User(s).

3. FEES AND PAYMENT

3.1. Fees. Customer shall pay all fees specified in all Statements of Work hereunder. Except as otherwise specified herein or in a Statement of Work (i) fees are based on Products purchased and not actual usage; (ii) payment obligations are non-cancelable; and (iii) fees paid are non-refundable.

3.2. Invoicing and Payment. Headspace shall invoice Customer in accordance with the relevant Statement of Work. Unless otherwise stated in the Statement of Work, invoiced charges are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Headspace and notifying Headspace of any changes to such information.

3.3. Overdue Charges. If Customer fails to make payment within the terms of the Statement of Work, Headspace may, upon 15 days' notice and provided non-payment is not cured within such period, suspend its provision of the Products and any other Products under this Agreement until payment is made. Customer agrees to pay all reasonable legal fees and other costs of collection incurred by Headspace in connection with Customer's breach of its payment obligations hereunder.

3.4. Taxes. Customer is responsible for and shall pay any federal, state or local sales, use or value-added taxes based on Products performed or payments made hereunder.

4. TERM AND TERMINATION

4.1. Term of Agreement. This Agreement commences on the Effective Date and continues until terminated by written notice of either party pursuant to Section 4.2 or until all Products from executed Statements of Work have been provided, whichever is later.

4.2. Termination for Convenience. This Agreement may be terminated for convenience at any time upon thirty (30) days' written notice provided by Headspace or Customer, provided that in the event of any such termination by Customer pursuant to this provision, Customer shall not be entitled to any refund(s) or released from any other payment obligations relating to unpaid fees covering the remainder of the term (unless otherwise indicated in an applicable Statement of Work).

4.3. Termination for Cause. This Agreement may be terminated by either party: (i) if the other party is in material breach of this Agreement and the breach is not cured within 30 days after written notice of the breach; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

4.4. Refund or Payment upon Termination. Upon any termination for cause by Customer or termination for convenience by Headspace, Headspace shall refund Customer any prepaid fees covering the remainder of the term of all Statements of Work after the effective date of termination. Upon any termination for cause by Headspace, Customer shall pay any unpaid fees covering the remainder of the term of all Statements of Work after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Headspace for the period prior to the effective date of termination.

4.5. Surviving Provisions. Sections 1 (Definitions), 4 (Termination), 5 (Proprietary Rights), 6 (Confidentiality), 7 (Warranties and

Disclaimers), 8 (Mutual Indemnification), 9 (Limitation of Liability), 10 (Publicity) and 11 (General) shall survive termination of this Agreement, together with any payment obligations accrued prior to termination and any other provisions which by their plain meaning are intended to survive.

5. PROPRIETARY RIGHTS

5.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Headspace and its licensors reserve all right, title and interest in and to the Products, including the Headspace Technology and all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein. Customer shall not: (i) permit any third party to access the Products except as permitted hereunder; (ii) create derivative works based on the Products; (iii) copy, frame or mirror any part or content of the Products; (iv) reverse engineer the Products; or (v) access the Products in order to (a) build a competitive product or service or (b) copy any features, functions or graphics of the Products.

5.2. Customer Content and Customer Data. Subject to the limited rights granted by Customer hereunder, Customer reserves all right, title and interest in and to the Customer Content and the Customer Data, including all related Intellectual Property Rights.

5.3. Suggestions. Customer hereby grants Headspace a royalty-free, worldwide, irrevocable, transferable, perpetual license to use and incorporate into the Products or other Headspace products any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its employees or agents relating to the Products.

6. CONFIDENTIALITY

Each party may have access to the other party's information, which shall be deemed confidential information if identified as such by the disclosing party or if the information by its nature is normally and reasonably considered confidential, such as information regarding products, pricing, methodology, research, customers, business partners, business plans and any information which provides a competitive advantage. The receiving party shall protect the disclosing party's confidential information with the same degree of care it uses for the receiving party's own confidential information (and at least a reasonable degree of care), shall use the information only to carry out this Agreement, and shall disclose the information only to the receiving party's employees (or agents bound by similar confidentiality obligations) with a need to know for that purpose. Confidential information shall remain the property of the disclosing party and shall be destroyed upon request. Notwithstanding the above, the receiving party shall not be required to accelerate the destruction of any archival back-up tapes created in the ordinary course of business, even if such archival back-up tapes contain confidential information. Information shall not be deemed confidential information if it: (i) is disclosed by the disclosing party to others without restriction on use and disclosure; (ii) becomes known to the receiving party without restriction from a third party who is not in breach of a confidentiality agreement with the disclosing party; (iii) is already known by the receiving party at the time of disclosure; or (iv) is independently developed by the receiving party without any reliance on the confidential information of the disclosing party. Confidential information may be disclosed to the extent required by applicable law, provided the disclosing party is given reasonable advance notice of such disclosure. The terms of this Agreement shall be considered the confidential information of each party, but the parties may disclose their working relationship in the normal course of doing business. For the avoidance of doubt, any information related to the commercial aspects of this Agreement, including but not limited to; information on pricing, product delivery, marketing, and product functionality, shall be considered confidential information pursuant to this clause.

7. WARRANTIES AND DISCLAIMERS

7.1. Warranties. Headspace represents and warrants that (i) it has all necessary rights and authority to execute and deliver this Agreement and perform its obligations hereunder and to grant the rights granted under this Agreement to Customer; (ii) nothing contained in this Agreement or in the performance of this Agreement will place Headspace in breach of any other material contract or obligation; and (iii) the Products and the Professional Products will be provided in accordance with all applicable laws and government regulations and conform to or exceed the standards generally observed in the industry for similar Products.

7.2. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PRODUCTS AND ANY PROFESSIONAL PRODUCTS PROVIDED BY HEADSPACE HEREUNDER ARE PROVIDED "AS IS", AND HEADSPACE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. MUTUAL INDEMNIFICATION

8.1. Indemnification by Headspace. Headspace shall indemnify and hold harmless Customer and its officers, directors, employees and agents from and against all claims, damages, losses and expenses (including reasonable attorneys' fees) arising out of any claim by a third party to the extent such claim alleges that the use of the Products by Customer and its Authorized Users in accordance with its intended purpose or any material created, prepared, or developed by Headspace and delivered through the Products infringes any patent, copyright, trademark, service mark or trade secret rights. If Headspace believes the Products are or may become the subject of a claim of infringement, Headspace may, at its option and expense, procure for itself and/or Customer and its Authorized Users the right to

continue to use the Products, or modify or replace the Products to make the Products non-infringing and functionally equivalent. If Headspace concludes that neither of these alternatives is reasonably available, it may terminate this Agreement upon thirty (30) days written notice and refund any pre-paid fees covering the remainder of the term of this Agreement after such termination.

8.2. Indemnification by Customer. Customer shall indemnify and hold harmless Headspace and its officers, directors, employees and agents from and against all claims, damages, losses and expenses (including reasonable attorneys' fees), arising out of any claim by a third party to the extent such claim is based on the Customer Content (including but not limited to use of the Customer Content as permitted hereunder) or on Customer's use of the Products other than in accordance with this Agreement.

8.3. Procedures. The party seeking indemnification shall provide detailed written notice to the indemnifying party promptly after learning of the claim, and the indemnifying party shall not be obligated to indemnify to the extent it is materially prejudiced by any delay in such notice. The indemnifying party shall have the right to assume control of the defense and settlement of the claim, and the indemnified party shall provide reasonable assistance at the indemnifying party's reasonable expense, provided that the indemnified party shall not be obligated to participate in any settlement pursuant to which the indemnified party is required to admit liability or pay any amount other than amounts concurrently reimbursed by the indemnifying party.

9. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES INCURRED BY THE OTHER PARTY, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, USE OR PROFIT, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S LIABILITY WITH RESPECT TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) IS LIMITED TO AN AMOUNT EQUAL TO THE AMOUNTS PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DURING THE 12 MONTHS PRIOR TO THE DATE OF THE INITIAL EVENT CAUSING OR RESULTING IN SUCH LIABILITY. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTIONS 3 OR 4.

10. PUBLICITY

Customer shall not externally publish and/or promote the existence or nature of its working relationship with Headspace for any purposes without the prior written consent of Headspace. Notwithstanding the foregoing, Customer shall have the right to display and/or reference the name, logo, or trademarks of Headspace with respect to internal communications.

11. GENERAL

11.1. Independent Contractor. Nothing in this Agreement shall create a joint venture, partnership, employment or agency relationship between Customer and Headspace or Headspace's employees or contractors. Neither party is authorized by this Agreement to represent, bind, obligate or contract on behalf of the other.

11.2. Notices. Any notice, request or communication required or permitted to be given under this Agreement shall be in writing and shall be effective upon the earliest of: (i) actual receipt by the other party; or (ii) two (2) business days after deposit with a nationally recognized overnight courier service, and addressed in each case to the party at the corresponding address first set forth above. Either party may change its notice address by notice in accordance with this paragraph.

11.3. Entire Agreement; Amendment; Waiver. With respect to its subject matter, this Agreement and the Statement(s) of Work represents the parties' entire agreement and supersedes all prior agreements, understandings and representations, written or oral, between the parties. This Agreement may be executed and delivered in two or more counterparts and with electronic or facsimile signatures, and may not be amended except by a writing signed by the party to be bound. The failure of a party to require performance of any provision of this Agreement shall in no manner affect its right to enforce the provision.

11.4. Injunctive Relief. Either party may seek to enforce its rights hereunder with respect to the protection of its confidential information or intellectual property through temporary or permanent injunctive relief, which shall be in addition to any other available relief and which shall not require a bond or security.

11.5. Severability. Any provision of this Agreement which is held invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity or unenforceability and without rendering invalid or unenforceable the remainder of this Agreement or affecting the validity or enforceability of any of the provisions of this Agreement in any other jurisdiction, and the court or tribunal so holding shall be empowered to substitute, to the extent enforceable, provisions similar to said provision, or other provisions, so as to provide to the parties the benefits intended by said provision to the fullest extent permitted by applicable law.

11.6. Assignment; No Third Party Beneficiaries. Except as expressly stated otherwise herein, neither party may assign or transfer (including by operation of law) any rights or obligations under this Agreement without the written consent of the other party, except that

either party may, without such consent, assign or transfer this Agreement to a successor to the business of such party by merger, sale of assets or otherwise. Any assignment or transfer, or attempted assignment or transfer, in violation of this Agreement is void ab initio. This Agreement is not intended to confer any rights or remedies upon anyone other than the parties hereto.

11.7. Governing Law; Jurisdiction. This Agreement shall be construed in accordance with California law, without regard to that state's conflict of law principles. Any proceeding relating to this Agreement or the subject matter hereof shall be brought only in federal or state courts located in Los Angeles, California and each party hereby generally and unconditionally submits to and accepts the jurisdiction of such courts.

11.8. Notice. All notices under this Agreement shall be given by: (i) personal delivery, (ii) nationally recognized courier service; or (iii) electronic mail to the parties' physical or email addresses as provided during the course of dealing with respect to this Agreement.

11.9. Arbitration. Customer and Headspace agree that any dispute relating to this Agreement or Customer's use of the Products or Headspace Technology may be resolved by arbitration at the sole discretion of Headspace, in which case Customer waives any right to participate in a class-action lawsuit or class-wide arbitration. Arbitration will be initiated through the American Arbitration Association ("AAA"). If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. All costs associated with arbitration are to be split evenly between the parties. The arbitrator will decide the jurisdiction of the arbitrator and the rights and liabilities, if any, of Customer and Headspace. The arbitrator will have the authority to award all remedies available under applicable law, the arbitral forums rules, and the terms of arbitration. The award of the arbitrator is final and binding upon the parties.