

## SAAS SERVICES ORDER FORM

Customer: Albany Unified School District	Customer Contact: Deborah Brill
Customer Address: 1216 Solano Ave, Albany, CA 94706	Customer Phone: (510) 558-3771 Customer E-Mail: dbrill@ausdk12.org
<p><b>Services:</b> TadHealth Education Software including: professional, organization, user level access for secure cloud based software/data system to house and coordinate counseling services documentation, activity, billing, and digital mental health resources. (the “Service(s)”).</p>	
<p><b>Services Fees:</b> (i) Admin, Counselor, Student, Staff, and Parent accounts during the 33 month period, for product delivery with onboarding and support commencing on October 16<sup>th</sup>, 2024 for an annual total contract of \$56,040 with a pro-rated service term discount, (ii) after the end of the pro-rated service term \$67,248 for the following 12 month period of the Initial Service Term, (iii) after the end of the 12 month period specified in subsection (ii), \$67,248 for the following one-year period for the remainder of the Initial Service Term.</p>	<p><b>Initial Service Term:</b> 1 year (“Pro-rated Initial Service Term”) 25% discount pro-rated contract, (“Initial Service Term”) Year 2 &amp; 3, 10% multi-year discount.</p>
<p><b>Implementation Services:</b> Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work (“SOW”) attached as Exhibit A hereto (“Implementation Services”), and Customer shall pay Company the Implementation Fee in accordance with the terms herein.</p> <p><b>Implementation/Installation Fee (one-time):</b> Waived</p> <p><b>Support Services:</b> Package includes free tech Support for duration of service term. Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit B (“<b>Support Services</b>”).</p>	
<p><b>Service Capacity:</b> 3736 students.</p>	
<p><b>Commercial Use:</b> This Agreement shall continue in effect for the Initial Service Term (subject to earlier termination as provided in the Agreement).</p>	

## SAAS SERVICES AGREEMENT

This SaaS Services Agreement (“Agreement”) is entered into on this \_\_\_\_\_ (the “Effective Date”) between TAD Health, Inc. with a place of business at 2618 San Miguel Drive Suite 501, Newport Beach, California 92660 (“Company”), and the Customer listed above

("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

**TAD Health, Inc.:**

**Customer:** Albany Unified School District

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Ben Greiner

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

Title: CEO & President

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

## **TERMS AND CONDITIONS**

### **1. SAAS SERVICES AND SUPPORT**

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

### **2. RESTRICTIONS AND RESPONSIBILITIES**

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the UI/UX, source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (collectively, "Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer

software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with this Agreement, Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

### **3. CONFIDENTIALITY; PROPRIETARY RIGHTS**

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or

financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document: (a) is or becomes generally available to the public through no breach of this Agreement or of a confidentiality obligation owed to the Disclosing Party, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party and not in violation of an obligation owed to the Disclosing Party, or (d) was independently developed without use, reference to, or reliance on of any Proprietary Information of the Disclosing Party; or (e) is required to be disclosed by law where Disclosing Party is notified in advance of such disclosure and is provided with a reasonable opportunity to object to any such disclosure. Notwithstanding the foregoing, Customer acknowledges and agrees that Company may disclose Customer's name and logo as a customer of the Company on its website, press releases, and marketing materials.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services

or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the Initial Services Term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

#### **4. PAYMENT OF FEES**

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company

Thirty 30 days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income. Company shall have the right to audit Customer's book and records to ensure that all fees have been properly calculated and collected.

## **5. USE OF NAME**

Company may disclose Customer's name in connection with this Agreement and as required by applicable law. In addition, Company may list Customer's name and include Customer's company website and/or biography on Company's website and in corporate marketing materials. In addition, Customer consents to the use of Customer's name, trademarks, service marks, image, likeness, and voice, including biographical material about Customer, in connection with promoting and publicizing Customer's use of the Company's products and involvement with the Company in connection with the Services. Customer releases Company, its employees, agents, licensees and assigns and all entities associated with Company and agrees not to sue or bring any proceeding against any of the same for, any claim or cause of action, whether known or unknown, for defamation, libel, slander, invasion of right of privacy, publicity or personality or any similar matter based upon or relating to the exercise of any of the rights referred to herein.

## **6. TERM AND TERMINATION**

6.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-Initial Services Term or extended term, as the case may be. Either party may also terminate this Agreement for convenience

upon sixty (60) days' prior written notice to the other party.

6.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement, and such breach remains uncured for a period of thirty (30) days' written notice by the non-breaching party describing such breach to the breaching party; provided that Company may terminate this Agreement immediately upon Customer's failure to timely pay Fees. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company shall delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

## **7. WARRANTY AND DISCLAIMER**

Company shall use commercially reasonable efforts to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE

PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Company will not be liable for, or be considered to be in breach of or default under this Agreement (except for failure to make payments when due) on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control (including, without limitation, any epidemic or pandemic such as COVID-19).

#### **8. INDEMNIFICATION; LIMITATION OF LIABILITY**

Each party hereby agrees to indemnify and hold harmless the other party against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from a breach of this Agreement by the indemnifying party.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR

CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION 8), EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 3 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **9. MISCELLANEOUS**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the

day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by and construed under the laws of the State of California applicable to contracts made and to be performed entirely within the State of California. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be solely determined by binding arbitration. Such binding arbitration shall either by conducted in Orange County, California, as determined by a single arbitrator appointed by JAMS. This clause shall not preclude either party from seeking provisional remedies in aid of arbitration from the U.S. Federal courts with jurisdiction over Orange County, California and each party agrees to the personal jurisdiction of such courts. The prevailing party in arbitration shall be entitled to seek reasonable attorneys' fees.

## **EXHIBIT A**

### **Statement of Work**

Custom annual Tad Health Education software subscription package includes behavioral health digital resource coordination and tracking platform access. Refer to side letter for technical scope of work.

#### **Premium + Platform Feature Terms:**

Single Sign On

User Types Included In Package (Admin, Professional, Staff, Parent, Student) Please

Note: Access Features Below Limited To User Type

Remove TadHealth Branding (white label)

Billing Module Net Collections Fee No less than 10% net of clearing house charge

#### **Access Features:**

- User Accounts
- District Administrator, Clinical Professional, Staff, Parents, and Student User Accounts
- Encrypted Student Database
- HIPAA + FERPA Compliance
- Secure Client Notes
- Notifications
- Activity & Case management Log
- Billing Module Version 1
- Custom Analytics & Reporting
- Form Manager
- Calendar Integration



## **EXHIBIT B**

### **Support Terms**

[Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm PST, with the exclusion of Federal Holidays (“**Support Hours**”). Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.]