

## HAPPY MAMA EARLY ADOPTER AGREEMENT

This Happy Mama Early Adopter Agreement (Agreement) is entered into as of the date on which the Agreement form is completed, digitally signed and submitted by the Participant (the “Effective Date”) and is by and between Reach Healthcare (“Reach”), incorporated in California and doing business at 600 West Broadway, Suite 700, San Diego, California 92101 and the Name specified in the Happy Mama Early Adopter Agreement Form (“PARTICIPANT”), residing at the legal address stipulated in the Agreement form.

### RECITALS

Whereas, the PARTICIPANT provides prenatal, post-natal and related maternal health care services through qualified healthcare professionals for their patients;

Whereas, the PARTICIPANT wishes to enter into an agreement with REACH to provide access to REACH Product (defined below in Section 1.2), including certain healthcare services (“SERVICES”) and educational materials (the “MATERIAL”) on behalf of REACH to their Users; and

Whereas, the parties wish to memorialize their understandings with respect to the provision of REACH Product, including such SERVICES and MATERIAL;

Therefore, it is agreed as follows:

1. **DEFINITIONS.** For the purpose of this Agreement, the following definitions shall apply and any terms not defined in this Section 1 shall have the meaning as otherwise defined in this Agreement.
  - 1.1. “**Affiliate**” shall mean an entity directly or indirectly controlled by, under common control with, or controlling a party to this Agreement, but only for so long as such relationship exists. For the purposes of this definition, “control” means the ability to direct its affairs and/ or to determine the composition of its board of directors or ownership of more than fifty percent (50%) (or such lesser percent as may be the maximum that may be owned by foreign interests pursuant to the applicable laws of the country of incorporation) of (a) the shares of stock entitled to vote for directors in the case of a corporation; or (b) the equity or interests in profits in the case of a business entity other than a corporation.
  - 1.2. “**REACH Product**” shall mean all Licensed Software and Licensed Content that REACH either owns or licenses or otherwise obtains from third parties, along with any intellectual property rights, including trademarks, trade names, logos, graphics or data provided by REACH. It shall include the HAPPY MAMA platform, a biopsychosocial wellness platform for health education purposes, which will provide End Users access to SERVICES and MATERIALS as specified in the SOW.
  - 1.3. “**IP**” shall mean all intellectual property rights, including but not limited to patent rights (including patent applications and disclosures), copyrights, trademarks,

trade secrets, know-how, moral rights and any other intellectual property rights recognized in any country or jurisdiction in the world, including without limitation all applications therefor and all registrations thereof.

- 1.4. **“Statement of Work” (“SOW”)** shall mean written work orders which contain terms including but not limited to requirements and specifications, delivery and performance schedules, REACH Product, SERVICES, MATERIAL, and Parties’ technical points of contact for Services on an ongoing basis.
  - 1.5. **“User”** shall mean any user of the REACH Product.
  - 1.6. **“End User”** shall mean any individual who is a patient of the PARTICPANT and is granted access to the HAPPY MAMA platform.
  - 1.7. **“Authorized User”** means an employee, contractor, clinician, member of the End User’s healthcare team, or agent of PARTICPANT authorized by REACH to use the REACH Product.
  - 1.8. **“Contractor”** shall mean any of REACH’s subcontractors that create, receive, maintain, or transmit User Information on behalf of REACH and perform functions or activities or provide SERVICES on behalf of REACH.
  - 1.9. **“Proprietary Information”** shall mean any information disclosed, including business, technical or financial information, relating to the Disclosing Party’s business, as further specified in Section 12.
2. **SERVICES AND MATERIALS.** Upon execution by the parties of an applicable SOW, and in consideration for the payment of the applicable Fees (as specified in Exhibit B), REACH will use all commercially reasonable efforts to provide access to REACH Product, perform those SERVICES and provide access to the MATERIAL, which will be outlined in the SOW. The initial SOW agreed to by the parties is attached hereto as Exhibit A and incorporated herein by reference. Each SOW shall reference this Agreement and incorporate its terms by reference.
3. **TERM AND TERMINATION**
- 3.1. This Engagement shall commence on the Effective Date and continue for a period of three (3) years unless terminated as provided in Section 3 hereof.
  - 3.2. This Agreement may be terminated by either party upon sixty (60) days’ prior written notice to the other party if either party determines, in its discretion, that the relationship is no longer feasible or desirable, either technically or commercially.
  - 3.3. If neither of the Parties receives notice of termination/alteration of the present Agreement sixty (60) calendar days before the maturity date, this Agreement shall automatically renew for a period of one (1) calendar year (each, a “Renewal Term”) (collectively, the Initial Term and each Renewal Term shall be referred to as the “Term”).
  - 3.4. In the event either party commits a material breach of this Agreement, the non-breaching party may provide written notice of the breach and breaching party shall have ten (10) business days within which to remedy the breach. If breaching party fails to remedy the breach within such period, the Agreement shall automatically terminate upon the expiration of the ten (10) day cure period.

- 3.5. In the event of termination or expiration of this Agreement: (i) PARTICPANT shall promptly return to REACH all Reach Proprietary Information in PARTICPANT's possession or control, (ii) Reach shall promptly return to PARTICPANT all PARTICPANT Proprietary Information in REACH's possession or control, (iii) Each party shall provide to the other party a written statement certifying that it has complied with the foregoing obligations.
- 3.6. Commencing upon the termination of this Agreement, or other discontinuation of a component of the Services, for any reason, REACH shall discontinue all rights, benefits and licenses granted under this Agreement. At PARTICPANT's request, REACH shall continue the SERVICES to the then-existing Users for the duration of remainder of the paid-up SERVICES. In the event REACH terminates the Agreement for PARTICPANT's uncured material breach, PARTICPANT shall pre-pay for applicable transition assistance. Within ten (10) calendar days of PARTICPANT's request for transition assistance, the Parties shall meet to develop a transition plan. Such transition plan and transition assistance may include, by way of example: detail of REACH's then-current responsibilities for PARTICPANT; and cooperation sufficient to assure a smooth transition and to enable minimal disruption to PARTICPANT's business and operations. The Parties may provide for different transition assistance responsibilities, timing and payment schedules in an Exhibit or Addendum to this Agreement.
4. FEES AND EXPENSES
- 4.1. The PARTICPANT shall pay REACH a fee, including for each user event, as more particularly described on Exhibit "B", attached hereto. Fees once paid for the SERVICES cannot be returned to the PARTICPANT.
- 4.2. Unless otherwise stated in the applicable SOW, all amounts due under this Agreement, including Fees and Expenses, shall be invoiced by REACH in arrears on a monthly basis and paid by PARTICPANT within thirty (30) days of invoice date. Any invoiced amounts not paid in accordance herewith will be subject to a late payment equal to the greater of one and a half percent (1.5%) per month or the maximum permitted by law, whichever is lower, plus the outstanding unpaid invoice amount from the thirty-first (31st) calendar day following the invoice date. This may also result in immediate termination of Service. PARTICPANT shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.
- 4.3. Invoices shall be sent to the PARTICPANT billing contact below; which individual shall be the PARTICPANT contact for any and all questions relating to billing and payment. All payments shall be sent per the terms hereof to the REACH Accounts Receivable Contact listed below, and such individual shall be the REACH contact for any and all questions regarding billing and payment.

REACH Billing Contact:

Fran Ayalasomayajula  
600 West Broadway, Suite 700,  
San Diego, California 92101  
Attn: fran@reachtl.org

PARTICIPANT Billing Contact:

*As specified in the Happy Mama Early Adopter Agreement Form*

5. REACH PRODUCT.

5.1. License to REACH Product. REACH hereby grants PARTICPANT for use by PARTICPANT and its Users, non-exclusive, non-transferable, royalty-free license to access, display, perform, reproduce, and otherwise use the REACH Products for the sole purpose of performing the SERVICES during the Term. REACH hereby represents and warrants that: (a) it has full right, title and authority in and to all of the REACH Product necessary to grant the aforementioned license; and (b) it has complied with all applicable export and import control requirements in its delivery of any REACH Products to PARTICPANT and shall provide all required export/import documentation necessary for PARTICPANT's use and return thereof.

5.2. Restrictions. PARTICPANT shall not and shall not authorize any third party to (i) market, sell, lease, rent, sublicense, distribute or otherwise make available to any third party REACH Product or any aspect thereof, except as expressly permitted by REACH; or (ii) remove or alter any legends or other notices from the REACH Product.

5.3. Return of REACH Products. Upon REACH's written request, the REACH Products that are no longer required by PARTICPANT for the performance of the SERVICES shall be promptly returned to REACH.

6. OBLIGATIONS AND ASSUMPTIONS.

6.1. Subject to REACH's representations set forth in this Agreement, the PARTICPANT hereby agrees to enroll Users in the SERVICES as more particularly described in the SOW.

6.2. In addition to those mutually agreed upon obligations and assumptions set forth in the SOW, each party agrees to appoint and make available for all SERVICES a project manager (the "Project Manager"), who will:

6.2.1. Be the main point of contact between the parties;

6.2.2. Have authority to make binding decisions for a party with respect to the applicable SOW; and

6.2.3. Provide the other party with access to relevant REACH personnel who can provide information needed by the other party in connection with its performance of the Agreement.

6.3. PARTICPANT will provide REACH, in a timely manner, with all cooperation, assistance, and approvals as REACH reasonably requests to enable REACH to perform the SERVICES. If PARTICPANT fails to perform its obligations under this Agreement, REACH will be excused from performing the SERVICES until such obligations are performed and will be entitled to an extension of time to complete the SERVICES and an adjustment of the Fees based on REACH's then-current hourly rates and the additional time required to complete the SERVICES arising from PARTICPANT's failure.

7. OWNERSHIP.

- 7.1. REACH shall retain all right, title and interest in and to all property, including but not limited to Intellectual Property Rights, owned or licensed by REACH, its Affiliates other than pursuant to the SOW under this Agreement ("REACH IP").
- 7.2. PARTICPANT agrees that any REACH IP provided to PARTICPANT hereunder shall be used solely as an embedded component of the REACH Product only for use in connection with the SERVICES. PARTICPANT shall not, and shall not authorize any third party to: (i) Market, sell, lease, rent, sublicense, distribute or otherwise make available to any third party any of the REACH IP or any aspect thereof except as expressly authorized under this Agreement; (ii) remove or alter any legends or other notices from REACH IP except as previously agreed upon by REACH in writing, (iii) reverse engineer, disassemble, decompile or translate into human-readable form any of the REACH Product and/or REACH IP except as expressly authorized by this Agreement and only to the extent that the REACH IP remains an embedded component of the REACH Product only for use in connection with operation of the REACH Product, or (iv) modify, copy or create derivative works of the REACH IP except and only to the extent that the REACH IP remains an embedded component of the REACH Product only for use in connection with operation of the REACH Product.

#### 8. INSURANCE AND INDEMNIFICATION

- 8.1. AT ALL TIMES DURING THE TERM OF THIS AGREEMENT, REACH SHALL MAINTAIN THE INSURANCE COVERAGES SET FORTH ON EXHIBIT "C," ATTACHED HERETO. REACH SHALL PROVIDE THE PARTICPANT WITH A DULY EXECUTED CERTIFICATE OF INSURANCE EVIDENCING THE EXISTENCE OF ALL SUCH COVERAGES UPON THE PARTICPANT'S WRITTEN REQUEST.
- 8.2. EACH PARTY TO THIS AGREEMENT INVOLVED IN PROVIDING SERVICES FOR THE USER SHALL INDEMNIFY AND HOLD THE OTHER HARMLESS FROM AND AGAINST ALL LIABILITY, INCLUDING FINES, CLAIMS, DEMANDS, SUITS OR ACTIONS OF ANY KIND OR NATURE ARISING BY REASON OF THE INDEMNIFYING PARTY'S ACTS OR OMISSIONS IN THE COURSE OF PERFORMING ITS OBLIGATIONS WITH RESPECT TO THE USER EVENT.
- 8.3. PARTICPANT shall have no obligation to withhold or make any payments of any federal, state or local payroll tax, employment tax, social security or medicare deductions. REACH agrees to indemnify and hold the PARTICPANT harmless from and against any liability, cost or expense, for any obligations threatened or imposed upon the PARTICPANT by governmental entities in connection with respect to such matters, including penalties, interest, tax audit, costs of defense or administrative costs incurred by the Companies.

#### 9. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, REACH 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 REACH'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY PARTICIPANT TO REACH FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT REACH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 10. INDEPENDENT CONTRACTOR STATUS

10.1. The parties acknowledge that REACH is and shall at all times be an independent contractor and not an employee of the PARTICPANT. The parties agree:

10.1.1. PARTICPANT shall have no right to direct the manner in which REACH performs the SERVICES. Notwithstanding the above, REACH shall exercise independent professional judgment in connection with the performance of SERVICES.

10.1.2. REACH shall not be entitled to workmen's compensation or any benefit program made available to PARTICPANT's employees. REACH releases and relinquishes any claim REACH may now or hereinafter have for such benefits and forever discharges the PARTICPANT of any obligation with respect to any employee benefits provided by the PARTICPANT.

10.1.3. To ensure that REACH maintain its independent contractor status with respect to the PARTICPANT, REACH undertakes to avoid classification as an "employee" thereof using the three-part test outlined in California Statute AB 5, commonly known as the "ABC Test." In compliance with such ABC Test, the relationship between REACH and the PARTICPANT shall at all times satisfy the following conditions:

10.1.3.1. REACH is free from the control and direction of the PARTICPANT in connection with the performance of the work, both under the contract for the performance of the work and in fact;

10.1.3.2. REACH performs work that is outside the usual course of the PARTICPANT's business; and

10.1.3.3. REACH is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.

#### 11. User Data.

- 11.1. Medical Records. The PARTICPANT shall at all times be the exclusive owner of all medical records received by REACH in connection with any User event. REACH shall prepare reports relating to REACH's SERVICES provided to User in the manner and at the times required by the PARTICPANT. Upon termination of this Agreement, REACH will immediately deliver to PARTICPANT all information pertaining to all persons who receive the SERVICES from REACH on behalf of the PARTICPANT during the Agreement.
- 11.2. HIPAA Compliance. REACH agrees to comply with all federal, state and local laws pertaining to confidentiality with regard to all information and records obtained or reviewed in the course of providing SERVICES under this Agreement. REACH agrees to comply with all policies and procedures adopted by the PARTICPANT and all federal rules under the Health Insurance Portability and Accountability Act (HIPAA) governing the privacy, security and use of protected health information.
- 11.3. Data Sharing. Subject to End User confidentiality restrictions, PARTICPANT grants to REACH a limited, nonexclusive, royalty-free, irrevocable and freely sublicensable license to a de-identified data set whose data is derived from User's entry of data into the REACH Product, including, but not limited to diagnosis and prescription setting, in accordance with PARTICPANT's Subcontractor Business Associate Agreement, the "safe harbor" requirements of Section 164.514(b)(2) of the HIPAA Rules, or otherwise in compliance with the requirements of Section 164.514 of the HIPAA Rules (or any successor provisions).

## 12. CONFIDENTIALITY.

- 12.1. 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 REACH includes non-public information regarding features, functionality and performance of REACH Product. The PARTICPANT's proprietary information includes, but is not limited to: user lists, user contracts, vendor lists, employee and independent contractor lists. Proprietary Information shall also include non-public data provided by PARTICPANT or User to REACH to enable the provision of the SERVICES ("User Information"). 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, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.
- 12.2. PARTICPANT acknowledges that REACH must necessarily share information with Contractor regarding those Users for which REACH provides

SERVICES (“User Information”), including but not limited to user events. User Information, which the PARTICIPANT considers highly sensitive, confidential and proprietary, includes but is not limited to: names of users, details of the events, contact names, event locations serviced, vital statistics of the patient, and patient information. REACH agrees all such User Information as well as any proprietary information of the PARTICIPANT is to be kept strictly confidential. REACH shall not, directly or indirectly, disclose to any person or entity or permit the exploitation, copying or summarizing of the Proprietary Information, except as specifically required for and used in the proper performance of his/her duties.

### 13. LICENSE RESTRICTIONS.

- 13.1. PARTICIPANT shall not modify, reverse engineer, copy, duplicate, reproduce, sublicense, transfer, or convey the MATERIAL, or REACH Product to any third party, except as may be allowed in this Attachment.
- 13.2. The parties understand and agree that PARTICIPANT may not include its separate content in or together with the REACH Product or the MATERIAL without the prior written consent of REACH, which shall not be unreasonably withheld. REACH undertakes to conduct its review and produce a response, either consenting or providing its reason for refusing to consent, within ten (10) business days. PARTICIPANT shall not have any derivative works, copyrights or similar intellectual property ownership rights involving the MATERIAL.
- 13.3. All MATERIAL may include links in the footer to REACH’s standard privacy, copyright, conflict of interest and linking policies.
- 13.4. PARTICIPANT may not remove or alter the credits or REACH’s copyright notices or other means of identification or disclaimers as they appear in the MATERIAL provided by REACH. Notwithstanding the foregoing, upon the written consent and approval of REACH, the PARTICIPANT may consolidate all of its third party vendor copyright notices, including REACH’s copyright notices, and/or disclaimers into a single consent that will be acknowledged by PARTICIPANT End Users. As PARTICIPANT will not be able to operate without such consent, REACH and PARTICIPANT will work together to review and provide feedback on a single consent that is acceptable to REACH, with the goal of a 10-day business review cycle, and with consent approval not unreasonably withheld.
- 13.5. PARTICIPANT must use the Terms of Use and other policies provided by REACH when making the REACH PRODUCT, including the Licensed Content and Licensed Tools, available to End Users.
- 13.6. PARTICIPANT may not publish, distribute or make available the MATERIAL, works based on them, or works which combine them with any other material, other than as permitted in this Agreement.
- 13.7. Any rights that are not expressly granted in this Agreement shall not be implied. The license granted pursuant to this Agreement authorizes or permits only the rights in the Licensed Content and Licensed Tools that are expressly provided herein.
- 13.8. PARTICIPANT will not place any advertisements on the applicable screen containing Licensed Content or Licensed Tools, nor place them in proximity to



any endorsement or recommendation by PARTICPANT of any brand name product, devices or equipment. Placement of the Licensed Content or Licensed Tools should not imply an endorsement by the REACH of products, services, devices or equipment.

#### 14. MISCELLANEOUS PROVISIONS.

- 14.1. This Agreement contains the entire understanding of the parties. All prior or contemporaneous understandings, representations or agreements of the parties, whether oral or written are merged herein and shall have no further independent significance. This Agreement may not be modified, altered or amended except by a subsequent written instrument signed by the party against whom such modification, alteration or amendment is sought to be enforced, which instrument specifically refers to this Section. The Agreement may not be assigned without prior written consent of the other party.
- 14.2. This Agreement shall be governed by and construed by the laws of the State of California, without giving effect to any state conflict of law principles that would render another state's law governing, and subject exclusively to the State of California's jurisdiction.
- 14.3. This Agreement may be executed in counterparts. The executory provisions of this Agreement (specifically, provisions 1-13) shall survive the termination of this Agreement.
- 14.4. The parties acknowledge that REACH is and shall at all times be an independent contractor and not an employee of the PARTICPANT. The parties agree:
  - 14.4.1. PARTICPANT shall have no right to direct the manner in which REACH performs the SERVICES. Notwithstanding the above, REACH shall exercise independent professional judgment in connection with the performance of SERVICES.
  - 14.4.2. REACH shall not be entitled to workmen's compensation or any benefit program made available to PARTICPANT's employees. REACH releases and relinquishes any claim REACH may now or hereinafter have for such benefits and forever discharges the PARTICPANT of any obligation with respect to any employee benefits provided by the PARTICPANT.
  - 14.4.3. No agency, partnership, joint venture, or employment is created as a result of this Agreement and PARTICPANT does not have any authority of any kind to bind REACH in any respect whatsoever.
- 14.5. 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 PARTICPANT except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent.
- 14.6. 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.

- 14.7. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and PARTICPANT otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.

EXHIBIT “A”  
Statement of Work

This Statement of Work for Services (hereinafter “SOW”), effective as of the Effective Date of the Agreement, is entered into by and between Reach Healthcare (“REACH”) and the Name specified in the Happy Mama Early Adopter Agreement Form (“PARTICIPANT”), residing at the legal address stipulated in the Agreement form pursuant to that certain Master Services Agreement entered into between the parties and executed as of the Effective Date (the “Agreement”). All capitalized terms used in this SOW but not otherwise defined herein shall have the meanings given such terms in the Agreement and, unless otherwise specified, references to Sections refer to Sections of the Agreement. To the extent any terms of this SOW conflict with the terms of the Agreement, the terms of this SOW shall prevail.

1. REACH Product

“REACH Products” shall mean REACH’s HAPPY MAMA platform, including the Happy Mama App (“APP”) and Maternal Healthcare PARTICPANT Dashboard and Patient Dashboard (Collectively “DASHBOARDS”). HAPPY MAMA platform, a biopsychosocial wellness platform for health education purposes, will provide PARTICPANT and End Users access to SERVICES and MATERIALS.

1.1.SERVICES shall mean access to the HAPPY MAMA mobile App and Dashboard, which includes, but is not limited to, the ability to monitor, educate and engage the End User. PARTICPANT will have access to remote patient vital monitoring service including onboarding and training Primary and Secondary Admin(s), ensuring the Primary and Secondary Admins have access to defined care pathways, onboard other maternal healthcare professionals, onboard and assign care pathways for patients, setup their medication schedule and get visibility into patient vitals and other information.

1.1.1. Optional services such as onboarding and assigning care pathways for patients by REACH are available at additional cost.

1.1.2. Optional services such as physical wellness coaching, mental health services, post-partum support, lactation services, etc., are available as add-ons, and governed by Reach’s third-party partners offering those services.

1.1.3. Kitting of compatible devices with REACH Product is available at an additional cost.

1.1.4. Electronic Health Record integration with REACH Product is available at an additional cost.

1.2.MATERIALS. Educational content for pregnant women from pre-conception to post-partum, may include, but is not limited to:

1.2.1. Happy Mama Birthing

1.2.2. Careplans from the American Heart Association

1.2.3. Content from CDC Hear Her Campaign

1.2.4. Release the Pressure,

1.2.5. American Medical Association

1.2.6. MyFitScript Mama

1.2.7. Educational content from Reach’s third-party partners

## 2. Project Contacts.

### REACH Details

Fran Ayalasomayajula  
600 West Broadway, Suite 700,  
San Diego, California 92101  
Attn: [fran@reachtl.org](mailto:fran@reachtl.org)

### PARTICIPANT Details

*As specified in the Happy Mama Early Adopter Agreement Form*

## 3. PARTICIPANT's responsibilities.

- 3.1. PARTICIPANT agrees to enroll a minimum of five (5) End Users to REACH Product within 30 days of agreement effective date and for a period of not less than 12 months.
- 3.2. PARTICIPANT agrees to pay REACH for each End User as per the pricing structure in Exhibit B.
- 3.3. As part of the registration process, PARTICIPANT will identify an administrative user name and password for PARTICIPANT's account and all Authorized User's accounts. REACH reserves the right to refuse registration of, or cancel passwords it deems inappropriate.
- 3.4. PARTICIPANT will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the SERVICES, MATERIAL, or any software, documentation or data related to the SERVICES; modify, translate, or create derivative works based on the SERVICES, MATERIAL or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the SERVICES and MATERIAL, or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.
- 3.5. Further, PARTICIPANT may not remove or export from the United States or allow the export or re-export of the SERVICES, MATERIAL or 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.

- 3.6. PARTICIPANT represents, covenants, and warrants that PARTICIPANT will use the SERVICES only in compliance with REACH's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Although REACH has no obligation to monitor PARTICIPANT's use of REACH Product, REACH may do so and may prohibit any use of the platform it believes may be (or alleged to be) in violation of the foregoing.
- 3.7. PARTICIPANT shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use REACH Product, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"), unless otherwise contracted with REACH. PARTICIPANT shall also be responsible for maintaining the security of the Equipment, PARTICIPANT account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of PARTICIPANT account or the Equipment with or without PARTICIPANT's knowledge or consent.
- 3.8. AS PART OF THE HAPPY MAMA EARLY ADOPTER PROGRAM THE FOLLOWING USAGE OF MATERIAL AND DERIVED CONTENT:
  - 3.8.1. REACH may use the approved materials worldwide, including translations of the approved materials, without compensation, for sales and marketing purposes on the Happy Mama web sites, in Happy Mama print publications, in sales presentations and through any medium, conventional or digital and in any media now or hereafter known.
  - 3.8.2. This authorization is perpetual and will not expire.
  - 3.8.3. REACH may also use direct quotes from the material given by you or others in your organization, along with applicable names and titles, to promote the approved materials and/or to identify you as a customer of Happy Mama for the products/solutions/services you have purchased.
  - 3.8.4. For purposes of Happy Mama, REACH may use of your name, company name, logo and trademarks in Happy Mama presentation materials, to promote the approved materials and/or to identify you as a customer of Happy Mama for the products/solutions/services you have experienced as an early adopter or purchased. We may use these presentation materials without compensation for sales and marketing purposes on Happy Mama and industry web sites, in Happy Mama and industry print publications and in sales presentations.
  - 3.8.5. REACH will use the materials, derived quotes or your company name and logo for purposes of Happy Mama.
  - 3.8.6. Any feedback provided accurately reflects your experiences and do not reveal information that you believe is confidential
  - 3.8.7. You have not and will not receive compensation in exchange for being a reference for Happy Mama
  - 3.8.8. You have documentation to support any facts/claims you make in your feedback and will provide that documentation, if asked

3.8.9. As a participant in the Happy Mama Early Adopter Program (“The Participant”), you acknowledge and agree that benefits made available to you through the Happy Early Adopter Program (the “Program”) are (i) subject to change or discontinuance; (ii) provided “as is” without any warranty or other obligation of any kind; and (iii) require a minimum of a 12 month License to Happy Mama for Maternal Healthcare Professionals at the rate of \$45 per client per month, for purposes of the agreement with REACH’s Happy Mama which governs Participant’s use of the Happy Mama service (the "License Agreement"). Any use of a feature or service through the Program is at Participant's sole risk and responsibility. REACH may terminate Participant's participation in the Program at any time and for any reason. Participant further acknowledges and agrees that the features and services made available to Participant through the Program constitute REACH’s "Confidential Information", as that term is defined under the Agreement, and should be treated in accordance with the applicable terms therein. Participant and, if applicable, the Happy Mama Platform (as that term is defined in the Agreement) further acknowledges and agrees that REACH may contact Participant with Program-related information and announcements during the time in which Participant is participating in the Program. Participant may end their participation in the Program at any time and for any reason and, if Participant elects to exercise such right, REACH will no longer contact Participant about the Program. In the case of Participant enrolling multiple licensed users in the Program, said Participant acknowledges and agrees that they are responsible for informing such users of their right to withdraw from the Program.

4. REACH’s responsibilities.

- 4.1. During the term of this SOW, REACH will use commercially reasonable efforts to provide End Users with the SERVICES described in Section 1.1.
- 4.2. SUPPORT. REACH will provide APP related technical support to End Users and Authorized Users (Call/ Email/Form, 8\*7 US Eastern time zone); and Web-portal related technical support for DASHBOARD to PARTICPANT, Authorized User and its Partners (Call/Email/Form, 8\*7 US Eastern time zone).
- 4.3. TRAINING. REACH will provide training for Authorized Users through Internet-based video conferencing technologies, or in any other way agreed by the Parties.
- 4.4. INVOICING. REACH shall prepare monthly invoices for payments and quarterly reports, including utilization of the REACH SERVICES related to registration, engagement, and support utilization of the platform by the Users.

**EXHIBIT B  
PRICING**

**1. PAYMENT OF FEES**

1.1.PARTICIPANT will pay REACH the prices as specified in the table below for each User event as specified in the “REACH Product Services Order Form.”

Duration	Pricing for Twelve (12) months	Pricing for Eighteen (18) months
APP + DASHBOARDS	\$45 per End User per month	\$45 per End User per month
APP + DASHBOARDS + Anxiety & Stress Management services	\$69 per End User per month	\$69 per End User per month
APP + DASHBOARDS + Health Coaching (Weight Management) services	\$72 per End User per month	\$69 per End User per month
APP + DASHBOARDS + Diabetes Educator	\$72 per End User per month	\$69 per End User per month
APP + DASHBOARDS + Heart Healthy Coach (Hypertension Management)	\$72 per End User per month	\$69 per End User per month
APP + DASHBOARDS + Nutritionist	\$72 per End User per month	\$69 per End User per month

1.2.Prices shall be charged for all End Users with an active care plan during the month. Monthly fee shall be charged in full even if the End User was not active for the whole month

2. If PARTICPANT’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), PARTICPANT shall be billed for such usage and PARTICPANT agrees to pay the additional fees in the manner provided herein.
3. If PARTICPANT believes that REACH has billed PARTICPANT incorrectly, PARTICPANT must contact REACH no later than thirty (30) 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 REACH's contact.

4. REACH reserves the right to change the prices or applicable charges and to institute new charges and prices, upon thirty (30) days prior notice to PARTICPANT (which may be sent by email).



### REACH Product SERVICES ORDER FORM

PARTICIPANT: <i>As specified in the Happy Mama Early Adopter Agreement Form</i>	Contact: <i>As specified in the Happy Mama Early Adopter Agreement Form</i>
Address: <i>As specified in the Happy Mama Early Adopter Agreement Form</i>	Phone: <i>As specified in the Happy Mama Early Adopter Agreement Form</i>
	E-Mail: <i>As specified in the Happy Mama Early Adopter Agreement Form</i>
<b>Services:</b> The SERVICES (APP + DASHBOARDS) as outlined in Exhibit A for a period of twelve (12) months per End User	
<b>Services Fees:</b> \$45 per month	