

MAY 4, 2022



WELLNESS U PLATFORM LICENSE AGREEMENT

PREPARED BY

Accentus Health, Inc

PREPARED FOR

PROJECT PROPOSAL & LICENSE AGREEMENT

OUR COMPANY

At Accentus Health, we develop accessible and evidence-based mental health support apps to help people and organizations come back stronger every day. On-demand tools, exercises, and content to help your organization build resilience and monitor its mental health before it becomes a crisis.

CONTACT US

3982 Powell Rd.
Powell, OH 43065

614.596.4183
www.AccentusHealth.com
support@accentushealth.com

THE CLIENT

THE PROJECT

- Access to the Wellness U Digital Software and reports
- Support current wellness efforts
- Maintenance & technical support

PROJECT PROCESS

01

IMPLEMENTATION

Set up and Implement the Wellness U platform

03

FINALIZE

Design, finalization and Setup

02

REVIEW

Make sure Stakeholder(s) understands the configurations

04

ASSESS

On going quarterly or semi-annually communication with Stakeholder(s)

SCOPE OF SERVICES

LAYING THE PROPER GROUNDWORK IS ESSENTIAL TO DEVELOPING THE RIGHT MENTAL WELLNESS PROGRAM.

IMPLEMENTATION

Help with setting up your back-end dashboard to start better understanding teams or department(s).

Help communicate with your team members how to easily download the app and help share how individual data is anonymized.

REVIEW

We make sure you are comfortable with how your reports and teams are created within your organizational framework.

Help communicate the program.

FINALIZE

All future upgrades, content improvements, and behavioral approaches launched in the program during your contract term will be available.

Unlimited usage within your tiered amount allows you to meet increasing access targets automatically and fully incorporate digital wellness into your service offering.

ASSES AND MAINTENANCE

Technical support when required

SOFTWARE AS A SERVICE AGREEMENT

THIS SOFTWARE AS A SERVICE AGREEMENT (the “Agreement”) is executed as of the date last shown on the signature page hereto (the “Effective Date”) by and between Accentus Health, Inc., a Delaware corporation (“Accentus”), and the party counter-signing this agreement (“Customer” and together with Accentus, each a “Party” and collectively, the “Parties”).

STATEMENT OF AGREEMENT

In consideration of the mutual covenants, agreements, and obligations set forth in this Agreement, the Parties agree as follows:

1. Definitions.

- “**Administrator Portal**” means the online administrative access portal for the Customer’s Wellness U Platform Account.
- “**Authorized Representative**” refers to the authorized representative of either Party as identified on the Service Order (defined below).
- “**Commencement Date**” is the date that Service availability will begin and the start of the Term, as defined herein. The Commencement Date shall be as shown on the Service Order.
- “**Customer Data**” means data in electronic form (i) input by or collected from Customer in the Administrator Portal, (ii) input by or collected from End Users in the Mobile Application (iii) generated by Accentus or the Service from data submitted by or on behalf of Customer.
- “**End Users**” means Customer employees that download and use the Mobile Application.
- “**Intellectual Property Rights**” means any and all registered or unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection in any part of the world.
- “**Materials**” means the Wellness U Platform, all specifications, documentation, and any and all other information, data, materials, works, services, content, images, devices, methods, processes, hardware, software, technologies, inventions, source code, and any other aspect of the Service, including any deliverables, technical or functional descriptions, requirements, plans or reports that are provided by or used by Accentus in connection with the Service or otherwise comprise or relate to the Service or the Wellness U Platform. The foregoing notwithstanding, Materials shall not include Customer Data.

- **“Mobile Application”** means a mobile application that End Users use to interact with the Customer’s Wellness U Platform Account.
- **“Permitted Users”** means any employee of Customer that is granted user access credentials to access the Administrator Portal.
- **“Service”** means collectively, the Wellness U Platform, the Administrator Portal, the Mobile Application, and any Professional Services.
- **“Service Order”** means the detailed statements of services to be provided hereunder (including the Service, and any Professional Services) and the related fees, and other details as agreed upon by the Parties, in substantially the form attached hereto as Exhibit A. Further engagements between Accentus and Customer by this Agreement will have service, payment details, and other deal-specific terms set forth on an additional Service Order. Each Service Order, when executed by each party hereto, shall be incorporated herein. If any conflict exists between any term of this Agreement and any term contained in a Service Order, the terms in this Agreement shall govern, unless the Service Order specifically references such conflict and indicates the parties’ intent that the conflicting term in the Service Order shall govern, in which case the Service Order shall govern as to such referenced conflict only.
- **“Wellness U Platform”** means Accentus’ proprietary Stress, Trauma, and Resilience assessment platform, including the Reports and the Mobile Application, as applicable.
- **“Term”** means the Initial Term (defined below), as extended by any Additional Terms (defined below) in accordance with the terms of this Agreement.

2. Service Subscription.

- **Grant.** Accentus hereby grants to Customer, its Permitted Users, and its End Users, a nonexclusive subscription right to use the Service during the Term for Customer’s own business purposes. Nothing in this Agreement shall in any way limit the ability of Accentus to offer access to and use of the Service to any other party.
- **Limitations on Subscription.** Customer shall not be granted any rights to the Service beyond that which is specifically provided for herein. The customer acknowledges that at no time shall it be entitled to access, transfer, or otherwise redistribute the Wellness U Platform in any form not explicitly covered by this Agreement. At no time will Customer hold title to or ownership of the Service, any component of the Wellness U Platform (including the Administrator Portal or Mobile Application), or source code or any Materials provided to Customer during the term of this Agreement.

- Initial Professional Services. Accentus shall provide to the Customer the interface development, software customization, and training services set forth in the applicable Service Order (the “Professional Services”) in accordance with the time schedule set forth therein.

3. Materials, Software, & Intellectual Property.

- Intellectual Property in General. Accentus retains all right, title, and interest in and to the Service, including all copies thereof in any form or medium, whether now known or existing or hereafter developed, and further including, and further including, without limitation, all software and code used to provide the Service (including the Accentus Code) and copyrights, patents, trade secrets, trademarks or trade names therein or created thereby, and this Agreement does not grant Customer any Intellectual Property Rights in or to the Service or any of its components.
- Third-Party Software. The Wellness U Platform may utilize or include third-party software that is subject to open source and third-party license terms (“Third Party Software”). The customer acknowledges and agrees that its right to use such Third Party Software as part of the Wellness U Platform is subject to and governed by the terms and conditions of the open-source or third-party license applicable to such Third Party Software, including, without limitation, any applicable acknowledgments, license terms and disclaimers contained therein. In the event of a conflict between the terms of this Agreement and the terms of such open source or third-party licenses, the terms of the open-source or third-party licenses shall control with regard to the Customer’s use of the relevant Third-Party Software. In no event, shall the Wellness U Platform or components thereof be deemed to be “open source” or “publicly available” software. Customer shall not alter or remove any copyright or proprietary rights, notices, or legends of any third-party within the Wellness U Platform, specifically including, without limitation Ohio State Innovation Foundation, and its successors and assigns.
- Materials. Without limiting the foregoing, the Customer recognizes and agrees that: (i) the Materials are the property of Accentus or its licensors and are protected by copyright, trademark, and other intellectual property laws; and (ii) the Customer does not acquire any Intellectual Property Rights, or any other right, title, or interest in or to the Materials except the limited and temporary right to use them as necessary for Customer’s use of the Service. The customer acknowledges that it will not have any access to the Wellness U Platform after the termination of this Agreement.
- Trademarks. The customer is not authorized to use Accentus’ trademarks in any advertising, publicity, or in any other commercial manner without the prior written consent of the Company, which may be withheld for any or no reason. Additionally, the Customer is not granted any right to use Ohio State Innovation Foundation’s or The Ohio State University’s name or marks.

4. **Accentus Hosting Obligations.** Accentus shall, at its own expense, maintain the Service on one or more computer network servers (any such servers, collectively, the “**Wellness U Server**”). Accentus shall bear sole responsibility for the operation and maintenance of the Wellness U Platform Server hardware, its operating system and/or its platform software, and any third-party application software associated with, or necessary for, the operation and functioning of the Wellness U Platform Server in accordance with this Agreement. Accentus shall be permitted to enter into an arrangement with one or more third parties (each, a “**Third Party Host**”) for the performance of Accentus’s obligations under this Section 4, whereby any such Third Party Host may install the Wellness U Platform, own, operate or maintain the Wellness U Platform Server, or undertake to manage the Wellness U Platform Server.

5. **Security; Disaster Recovery.** Security. At all times during the Term, Accentus shall be responsible for the security of the Service, Materials, and Customer Data. Accentus shall make reasonable commercial efforts to provide physical and information security standards in connection with the Service that meets generally accepted industry standards for physical and information security.

6. **Term and Renewal.** The initial term of this Agreement shall begin as of the Commencement Date and, unless sooner terminated pursuant to the provisions of Section 8, shall be in effect for one (1) year (the “**Initial Term**”). Following the Initial Term, this Agreement will automatically renew for an additional one (1) year terms (each, an “**Additional Term**”) unless either Party gives written notice to the other of its intention not to renew at least thirty (30) days prior to the end of the then-current term.

7. Payment Provisions.

- **Payment Amounts.** As consideration for Accentus’s performance under this Agreement, the Customer shall pay to Accentus the amounts set forth on the applicable Service Order. The fees charged for the Service are subject to increase by Accentus on an annual basis, but not to exceed seven percent (25%).
- **Payments.** Payments will be billed to the Customer in U.S. dollars, or other currencies which may be made available (plus any and all applicable taxes, including without limitation VAT and GST), as shown in the Service Order, and the Customer’s account will be debited when Customer executes this Agreement and provides payment information. Payment must be made with one of the following:
 - A valid credit card acceptable to Accentus;
 - A valid debit card acceptable to Accentus; or
 - By another payment option, Accentus provides to the Customer in writing.
- **Current Information.** If payment and registration information is not accurate, current, and complete and the Customer fails to notify Accentus promptly when such information changes, Accentus may suspend or terminate the Customer’s account and refuse any use of the Services.

- If the Customer does not notify Accentus of updates to the Customer's payment method (e.g., credit card expiration date), to avoid interruption of the Services, Accentus may participate in programs supported by the Customer's card provider (e.g., updater services, recurring billing programs, etc.) to try to update Customer's payment information. The Customer hereby authorizes Accentus to continue billing the Customer's account with the updated information so obtained.
- Renewal. The Services will automatically renew the Customer's monthly, quarterly, or annual Services (as indicated on the Service Order) at the then-current rates in accordance with this Agreement unless the Services subscription is canceled or terminated under this Agreement.
- No Refunds. All payments made hereunder are non-refundable and will not be returned to the Customer.
- Late Payments. Any payment owed by the Customer not paid within the timeframe set forth above will accrue interest at a monthly rate of 1.5% until paid. Accentus shall have the right to suspend access to the Service if the Customer has not cleared a delinquent payment within five (5) days after notice from Accentus that such payment has not been received.
- Taxes. All amounts payable hereunder shall exclude all applicable sales, use, and other taxes and all applicable export and import fees, customs duties, and similar charges. The customer will be responsible for payment of all such taxes, fees, duties, and charges, and any related penalties and interest arising from the payment of any fees hereunder, the grant of license rights in the Wellness U Platform to the Customer, or the delivery of related services.

8. Termination.

- Mutual Termination Rights. This Agreement shall terminate (i) at the end of the current Term, (ii) after proper notice given by a terminating Party pursuant to this Section 8, or (ii) at any time upon mutual agreement in writing by Accentus and Customer.
- Termination by Accentus. Accentus may terminate this Agreement by sending written notice to the Customer upon the occurrence of any of the following events:
 - Following notification by Accentus of late payment due under Section 7, Customer fails to make a payment within 15 days thereafter;
 - Customer fails to comply with any term of this Agreement within 15 days following notification by Accentus of such failure to comply; or
 - Appointment of a receiver or the filing of any application by a Customer seeking relief from creditors.
- Effects of Termination. Upon the termination of this Agreement for any reason, the Customer shall immediately cease using the Service, delete any Accentus Code integrated into the Customer's website, and shall return or destroy all Materials. No refunds for fees paid hereunder shall be made for any reason. Customer Data following termination shall be treated as set forth in Section 13(a).

- Survival. The following provisions will survive termination of this Agreement: (i) any obligation of Customer to pay any fees incurred hereunder prior to termination; (ii) Sections 2(d), 3, 5(c), 7, 8(d), 9, 10, 11, 13 and 16 of this Agreement; and (iii) any other provision of this Agreement that must survive termination to fulfill its essential purpose.

9. Customer Duties.

- Cooperation. Customer agrees to provide reasonable access to users for questions, feedback, testimonials, and other publications Accentus may desire.
- Restriction of Access. Customer shall restrict access to the Administrator Portal to Customer's Permitted Users and ensure compliance by all Permitted Users with the Acceptable Use Policy. Customer shall promptly report to Accentus any known violation of the Acceptable Use Policy by its Permitted Users or any access to the Service by anyone other than a Permitted User.
- Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use; (ii) all information, instructions and materials provided by or on behalf of Customer or a Permitted User in connection with the Service; (iii) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services (the "Customer Systems"); (iv) the security and use of Customer's and its Permitted Users' access credentials; (v) all access to and use of the Service and Materials directly or indirectly by or through the Customer Systems or its or its Permitted Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from and all conclusions, decisions and actions based on such access or use; and (vi) booking appointments within one (1) day of when patients utilize the Service via the Customer's website to book an appointment with Customer.
- Non-Solicitation. During the Term and for a period of twelve (12) months thereafter, Customer shall not, and shall not assist any other person to, directly or indirectly recruit or solicit (other than by general advertisement not directed specifically to any person) for employment or engagement as an independent contractor any person then employed or engaged by Accentus. In the event of a violation of this Section 9(d), Accentus will be entitled to liquidated damages equal to one-year of salary of such individual (based on the highest salary in the last three years). The Parties acknowledge and agree that any breach of this Section 9(d) will cause injury to Accentus for which money damages would be inherently difficult to quantify or ascertain and further stipulate that the agreed upon sum is not a penalty, but rather a reasonable measure of damages. Notwithstanding the foregoing, Customer shall not have any liability under this Section 9(d) in the event such hire was the result of a general solicitation through the public domain.

10. Acceptable Use Policy. The obligations set forth in this Section constitute the “Acceptable Use Policy” with respect to the use of the Wellness U. Platform by Customer and any Permitted Users.

- **Acceptable Use.** Customer is solely responsible for the content of any postings, data, or transmissions using the Services, or any other use of the Services by Customer or by any person or entity that accesses the Service through Customer’s systems, whether or not such person or entity is a Permitted User. Customer shall not, and shall not permit any other party to, or attempt to: (i) use the Services in a manner that: (A) is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; or (B) will disrupt a third parties’ similar use or licensed materials; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Wellness U Platform is compiled or interpreted; (iii) violate or tamper with the security of the Service or the Materials; (iv) modify the Wellness U Platform or Materials or create any derivative product or service from any of the foregoing; (v) or act as a service bureau of the Service or otherwise run the Wellness U Platform or access the Service or Materials for any unlicensed third party.
- **Compliance.** In the event of Customer’s material breach of the Acceptable Use Policy, including without limitation any copyright infringement, Accentus may suspend or terminate Customer’s access to the Service, in addition to such other remedies as Accentus may have at law or pursuant to this Agreement. Neither this Agreement nor the Acceptable Use Policy requires that Accentus take any action against Customer or any other Customer for violating the Acceptable Use Policy, but Accentus is free to take any such action it sees fit.

11. Reciprocal Disclosure of Confidential Information. The Parties anticipate that each may disclose confidential information to the other. Accordingly, the Parties desire to establish in this Section terms governing the use and protection of certain information one Party (“**Disclosing Party**”) may disclose to the other Party (“**Recipient**”), in addition to those restrictions found in Section 5(c) above.

- For purposes hereof, “**Confidential Information**” means the terms and conditions hereof, and other information of an Disclosing Party (i) which relates to Service, including the Materials or Customer Data, as applicable, business models and plans, and technical information and data of Disclosing Party or its Customers or suppliers, (ii) which, although not related to the Service, is nevertheless disclosed hereunder, and which, in any case, is disclosed by an Disclosing Party or an affiliate to Recipient in document or other tangible form bearing an appropriate legend indicating its confidential or proprietary nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a legend, is provided to Recipient within fifteen (15) days of the initial disclosure, (iii) any other information which a reasonable person would deem confidential under the context of disclosure or due to the nature of the information disclosed, or (iv) any information discerned from, based on, relating to, or containing any of the foregoing which may be prepared by Recipient (collectively “**Notes**”).

10. Acceptable Use Policy. The obligations set forth in this Section constitute the “Acceptable Use Policy” with respect to the use of the Wellness U Platform by Customer and any Permitted Users.

- **Acceptable Use.** Customer is solely responsible for the content of any postings, data, or transmissions using the Services, or any other use of the Services by Customer or by any person or entity that accesses the Service through Customer’s systems, whether or not such person or entity is a Permitted User. Customer shall not, and shall not permit any other party to, or attempt to: (i) use the Services in a manner that: (A) is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; or (B) will disrupt a third parties’ similar use or licensed materials; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Wellness U Platform is compiled or interpreted; (iii) violate or tamper with the security of the Service or the Materials; (iv) modify the Wellness U Platform or Materials or create any derivative product or service from any of the foregoing; (v) or act as a service bureau of the Service or otherwise run the Wellness U Platform or access the Service or Materials for any unlicensed third party.
- **Compliance.** In the event of Customer’s material breach of the Acceptable Use Policy, including without limitation any copyright infringement, Accentus may suspend or terminate Customer’s access to the Service, in addition to such other remedies as Accentus may have at law or pursuant to this Agreement. Neither this Agreement nor the Acceptable Use Policy requires that Accentus take any action against Customer or any other Customer for violating the Acceptable Use Policy, but Accentus is free to take any such action it sees fit.

11. Reciprocal Disclosure of Confidential Information. The Parties anticipate that each may disclose confidential information to the other. Accordingly, the Parties desire to establish in this Section terms governing the use and protection of certain information one Party (“**Disclosing Party**”) may disclose to the other Party (“**Recipient**”), in addition to those restrictions found in Section 5(c) above.

- For purposes hereof, “**Confidential Information**” means the terms and conditions hereof, and other information of an Disclosing Party (i) which relates to Service, including the Materials or Customer Data, as applicable, business models and plans, and technical information and data of Disclosing Party or its Customers or suppliers, (ii) which, although not related to the Service, is nevertheless disclosed hereunder, and which, in any case, is disclosed by an Disclosing Party or an affiliate to Recipient in document or other tangible form bearing an appropriate legend indicating its confidential or proprietary nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a legend, is provided to Recipient within fifteen (15) days of the initial disclosure, (iii) any other information which a reasonable person would deem confidential under the context of disclosure or due to the nature of the information disclosed, or (iv) any information discerned from, based on, relating to, or containing any of the foregoing which may be prepared by Recipient (collectively “**Notes**”).

- Recipient may use Confidential Information of Disclosing Party only for the purposes of this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees, consultants or representatives (collectively, “**Representatives**”) who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure. Recipient shall ensure compliance with this Agreement by all of its Representatives, and will be responsible for any breach of this Agreement caused by its Representatives.
- The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Disclosing Party; or (iv) is independently developed by Recipient without reference to Confidential Information.
- Recipient further agrees that it shall:
 - immediately notify Disclosing Party of any breach of this Agreement or any other disclosure of Confidential Information not authorized under this Agreement (collectively, an “**Unauthorized Disclosure**”); and
 - without limiting any remedies available to Disclosing Party, fully cooperate with the Disclosing Party to regain possession of the Confidential Information, prevent its further unauthorized use or disclosure, and limit and mitigate the damage of such Unauthorized Disclosure.
- If Recipient or any of its Representatives is required by a valid legal order to disclose any Confidential Information, Recipient shall notify Disclosing Party of such requirements so that Disclosing Party may seek, at Disclosing Party’s expense, a protective order or other remedy, and Recipient shall reasonably assist Disclosing Party therewith. If Recipient remains, in the opinion of counsel reasonably acceptable to Disclosing Party, legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that it is required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.
- Following the termination of this Agreement, Recipient shall (a) at Disclosing Party’s discretion, promptly return to Disclosing Party or destroy all Confidential Information in its and its Representatives’ possession other than Notes, (b) destroy all Notes, and (c) within 10 days after Disclosing Party’s request, provide Disclosing Party with a certificate confirming Recipient’s compliance with this Section 11. Notwithstanding the foregoing, Recipient may retain copies of Confidential Information that are stored on Recipient’s IT backup and disaster recovery systems until deleted in the ordinary course. Recipient shall continue to be bound by the terms and conditions of this Agreement with respect to such retained Confidential Information.

- Accentus utilizes a third-party server host to provide the Services, whose security policies are available upon request by Customer. Accentus's use of such host is in compliance with Accentus's obligations set forth in this Section 11.

12., Representations and Warranties.

- Representations and Warranties Generally. Each Party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; (ii) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such Party; (iii) that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement; and (iv) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.
- Representations and Warranties of Customer. Customer further represents and warrants (i) that it has the right to disclose and provide to Accentus any data provided through use and access of the Wellness U Platform; and (ii) that Customer's use of and access to the Wellness U Platform complies with applicable laws and regulations.
- CUSTOMER ACKNOWLEDGES AND AGREE THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THAT CUSTOMER'S USE OF OR RELIANCE UPON THE SERVICES AND ANY THIRD PARTY CONTENT AND SERVICES ACCESSED THEREBY IS AT CUSTOMER'S SOLE RISK AND DISCRETION. COMPANY AND ITS AFFILIATES, PARTNERS, SUPPLIERS AND LICENSORS HEREBY DISCLAIM ANY AND ALL REPRESENTATION, WARRANTIES AND GUARANTIES REGARDING THE SERVICES AND THIRD PARTY CONTENT AND SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHERMORE, COMPANY AND ITS AFFILIATES, PARTNERS, SUPPLIERS AND LICENSORS MAKE NO WARRANTY THAT (I) THE SERVICES OR THIRD PARTY CONTENT AND SERVICES WILL MEET CUSTOMERS REQUIREMENTS; (II) THE SERVICES OR THIRD PARTY CONTENT AND SERVICES WILL BE UNINTERRUPTED, ACCURATE, RELIABLE, TIMELY, SECURE OR ERROR-FREE; (III) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY CUSTOMER THROUGH THE SERVICES WILL BE AS REPRESENTED OR MEET CUSTOMER'S EXPECTATIONS; OR (IV) ANY ERRORS IN THE SERVICES OR THIRD PARTY CONTENT AND SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM COMPANY OR FROM THE APPLICATION SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, CUSTOMER ACKNOWLEDGES THAT THE COMPANY HAS NO OBLIGATION TO CORRECT ANY ERRORS OR OTHERWISE SUPPORT OR MAINTAIN THE SERVICES.

13. Disclaimer.

THE WELLNESS U PLATFORM, INCLUDING THE COPYRIGHT MATERIALS THEREIN, IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS PROFESSIONAL OR MEDICAL ADVICE. TO THE EXTENT PERMITTED BY LAW THERE IS ABSOLUTELY NO ASSURANCE THAT ANY INFORMATION TOUCHING ON MEDICAL MATTERS IS TRUE, CORRECT, OR PRECISE. THE MEDICAL INFORMATION PROVIDED IN THE WELLNESS U PLATFORM IS OF A GENERAL NATURE AND CAN NOT SUBSTITUTE FOR PROFESSIONAL ADVICE, MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. NOTHING STATED IN THE SOFTWARE OR COPYRIGHT MATERIALS OR DOCUMENTATION OR AVAILABLE THROUGH THE SERVICES IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICAL OR COUNSELING CARE INCLUDING, PROVIDING HEALTH CARE TREATMENT, INSTRUCTIONS, DIAGNOSIS, PROGNOSIS, OR ADVICE.

ALL THIRD-PARTY CONTENT CONTAINED OR DELIVERED THROUGH THE WELLNESS U PLATFORM IS THE EXPRESSED OPINIONS OF THE AUTHORS AND DOES NOT NECESSARILY REFLECT THE VIEWS OF ACCENTUS.

EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED HEREIN, THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE”, AND ACCENTUS MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR DATA ACCURACY. ACCENTUS DOES NOT WARRANT THAT THE OPERATION OF THE WELLNESS U PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

NEITHER OHIO STATE INNOVATION FOUNDATION NOR THE OHIO STATE UNIVERSITY MAKES ANY REPRESENTATIONS OR WARRANTIES AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTIES ARISING FROM ANY COURSE OF DEALING, USAGE, OR TRADE PRACTICE, WITH RESPECT TO THE SCOPE, VALIDITY OR ENFORCEABILITY OF THE INTELLECTUAL PROPERTY RIGHTS IN THE WELLNESS U PLATFORM, THAT THE USE OF THE WELLNESS U PLATFORM DOES NOT INFRINGE INTELLECTUAL PROPERTY RIGHTS AND THAT AN EXPORT CONTROL LICENSE IS NOT REQUIRED, OR THAT IF REQUIRED, IT WILL BE ISSUED.

IN NO EVENT SHALL OHIO STATE INNOVATION FOUNDATION BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS AND USE AND NOTHING SHALL LIMIT OHIO STATE INNOVATION FOUNDATION’S REMEDIES OR ABILITY TO RECOVER DAMAGES, INCLUDING INCREASED DAMAGES FOR WILLFUL INFRINGEMENT OR MISAPPROPRIATION OF TRADE SECRETS IN THE EVENT OHIO STATE INNOVATION FOUNDATION ASSERTS ITS INTELLECTUAL PROPERTY RIGHTS.

- Limitations and Exclusions of Liability. UNDER NO CIRCUMSTANCES SHALL COMPANY OR ITS AFFILIATES, PARTNERS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S ACCESS OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES AND ANY THIRD PARTY CONTENT AND SERVICES, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY'S AGGREGATE LIABILITY TO CUSTOMER (WHETHER UNDER CONTRACT, TORT, STATUTE OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- Essential Basis of the Agreement. Each Party acknowledges and understands that the disclaimers, exclusions and limitations of liability set forth in this Section 12 form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions and limitations of liability in negotiating the terms and conditions in this Agreement, and that absent such disclaimers, exclusions and limitations of liability, the terms and conditions of this Agreement would be substantially different.

14. Indemnification.

Customer shall indemnify, defend and hold harmless Company and its affiliates, partners, suppliers and licensors, and each of their respective officers, directors, agents and employees (the "Indemnified Parties") from and against any claim, proceeding, loss, damage, fine, penalty, interest and expense (including, without limitation, fees for attorneys and other professional advisors) arising out of or in connection with the following: (i) Customer's access to or use of the Services or any content accessible therein; (ii) Customer's breach of this Agreement; (iii) Customer's violation of law; (iv) Customer's negligence or willful misconduct; or (v) Customer's violation of the rights of a third party, including the infringement by Customer of any intellectual property or misappropriation of any proprietary right or trade secret of any person or entity. These obligations will survive any termination of the Agreement.

15. Data Management.

- Access, Use, & Legal Compulsion. Unless it receives Customer's prior written consent, Accentus: (i) will not access or use Customer Data other than as necessary to facilitate the Service; and (ii) will not give any third party access to Customer Data. Notwithstanding the foregoing, Accentus may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Accentus will give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
- Customer's Rights. Customer possesses and retains all right, title, and interest in and to Customer Data. Notwithstanding the foregoing, Accentus reserves the right to retain and utilize non-personal data such as aggregate, summary, de-identified or other usage data, and may include, statistics regarding total users, stress scores, information regarding types of Internet browsers used by users, and widget usage patterns.

- Retention, Deletion, & Request for Data. Accentus is responsible for making internal backups of all data used by or hosted on the Wellness U Platform Servers. Upon termination of this Agreement, Accentus will retain all Customer Data in its databases for thirty (30) days following the termination date and shall be delivered upon written request by Customer within that thirty (30) day time frame. After thirty (30) days, such data may be undeliverable. Notwithstanding the foregoing, in no event will Accentus be liable to Customer for the loss of or deletion of any Customer Data.

Notices. All notices by either Party shall be in writing, and shall be sent to the other Party's Authorized Representative as shown on the Service Order by United States Certified Mail, postage prepaid, return receipt requested or by Federal Express or other similar nationally recognized courier, or by email, and such notices will be deemed effective upon actual receipt or rejection.

17. **Miscellaneous.**

- Amendment. This Agreement may not be amended except through a written agreement executed by representatives of each Party. Notwithstanding the foregoing, Accentus may amend the Acceptable Use Policy at any time by posting a new version at its website and sending Customer notice thereof.
- Independent Contractors. The Parties are independent contractors and will so represent themselves in all regards. Neither Party is the agent nor partner of the other and neither may bind the other in any way.
- No Waiver. Neither Party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
- Force Majeure. To the extent caused by force majeure, no delay, failure, or default will constitute a breach of this Agreement.
- Assignment & Successors. Accentus may assign this Agreement or any of its rights or obligations hereunder without express written consent from Customer. Customer may not assign this agreement without the prior consent of Accentus, which consent may be withheld by Accentus in its sole discretion. Any attempted assignment in violation of this Section 16(e) shall be null and void. This Agreement will be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties.
- Choice of Law & Jurisdiction. This Agreement will be governed solely by the internal laws of the State of Ohio without reference to such State's principles of conflicts of law. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Franklin County, Ohio.
- Severability. To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- Reference and use of Customer logo. Customer agrees to provide Accentus use of its logo and Customer description for marketing material as permitted by law. Additional Customer feedback and input on case studies or marketing material will be provided as reasonably requested by Accentus.

- Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
- Third Party Beneficiary. Ohio State Innovation Foundation is a third-party beneficiary to this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.
- Entire Agreement. Customer's use of the Services under this Agreement is subject to Accentus' Terms of Service (www.accentushealth.com/terms-of-service) and Privacy Policy (www.accentushealth.com/privacy), each of which are incorporated herein by reference. In the event of a conflict between the provisions of this Agreement and the Terms of Service or Privacy Policy, the provisions of the Terms of Service or Privacy Policy shall govern, as applicable. This Agreement, with all incorporated agreements, schedule and exhibits, sets forth the entire agreement of the Parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof. Neither Party has relied upon any such prior or contemporaneous communications.

Signatures on following page.

Signature Page to Software as a Service Agreement - Accentus Health, Inc.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed below.

ACCENTUS HEALTH, INC.,
a Delaware corporation

By: _____

Name: Morgan Koth

Title: CEO

Date: _____

Customer Signature : _____

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A
Service Order

Customer Information

Organization:

Authorized Representative: _____

Address:

Phone:

SERVICE

1. Wellness U Platform

Wellness U Platform

- # Total Permitted User seats and credentials

2. Professional Services

- End-user training via three 1-hour web meeting sessions
- API set-up to communicate with existing software
- Payment Processing 15-day net
- Send Payments to:
Accentus Health, Inc.
3982 Powell Rd., #218, Powell Oh 43065
- or Send VIA electronic payment - contact kelly@accentushealth.com

3. Commencement Date: May 3, 2022

FEES

Annual Subscription \$ _____

Professional Services \$ _____ \$0

Total Initial Payment \$ _____ \$0

Annual Renewal \$ _____ N/A