

Sales Order Form (Under 1,000 Employee Client)

Date:

Client Name:

Client Address:

Effective Date:

Number of Eligible:

EAP Info:

Sales Contact Information:

Name:

Title:

Email and Phone:

This Order Form is governed by the Terms and Conditions attached herein.

The Standard Sales Member Signature:

Customer Approval/Signature:

Return form to: Kelly Murphy at kmurphy@zillion.com

TERMS & CONDITIONS FOR SERVICES

These Terms and Conditions ("**Terms**") shall apply to the Services offered to Customer by Zillion Group, Inc. under the Order Form. Company and Customer are each sometimes referred to as a "**Party**" and collectively referred to as the "**Parties**").

1. DEFINITIONS

- 1.1 "**Authorized User**" means an employee or contractor of Customer, or other eligible person as determined by Customer, that has (i) been assigned a unique username-password combination to access and use the Services, and (ii) registered online to access and use the Services.
- 1.2 "**Customer Data**" means all data and information inputted or submitted by Customer or Authorized Users into the Services.
- 1.3 "**Intellectual Property Rights**" means patent rights (including, without limitation, patent applications and disclosures), copyrights, trademarks, trade secrets, moral rights, know-how, software, and any other intellectual property rights recognized in any country or jurisdiction in the world.
- 1.4 "**Services**" means the Company interactive technology platform (including all updates thereto) that is designed to allow the delivery of curriculum-based, interactive healthcare programs and services as set forth in the attached Order Form.

2 SOFTWARE SUBSCRIPTION

- 2.1 **Software Access and Use.** Subject to Customer's compliance with these Terms & Conditions, Company hereby grants Customer a non-exclusive, non-transferrable, limited, non-sublicensable license to access and use the Services (i) for Customer's internal business purposes in order to promote the Services as a benefit to its employees and (ii) for use by Authorized Users. Notwithstanding the foregoing, Company reserves the right in its reasonable discretion, to not make or cease making (as applicable) the Services available to Authorized Users due to medical conditions that such Authorized Users may face.
- 2.2 **No Fees.** No fees of any kind will be due from Customer to Company under these Terms.
- 2.3 **Terms of Use.** Customer acknowledges and agrees that its Authorized Users (including Authorized Users by Customer for promoting the Services) will be required to agree to Company's Terms of Service (the "**Terms of Service**"). Customer shall cooperate with Company with respect to: (i) investigation by Company of any suspected or alleged violation of the Terms of Service; and (ii) any reasonable action by Company to enforce the Terms of Service. Company may suspend or terminate any Authorized User's access to the Services in the event that Company reasonably determines that such Authorized User has violated the Terms of Service, or if Customer has violated these Terms. Customer acknowledges and agrees that Company does not monitor or police communications or data transmitted through the Services and that Company shall not be responsible for the content of any such communications or transmissions.
- 2.4 **Customer Data.** Company will follow its standard archival and disaster recovery procedures for Customer Data, which it may update from time to time and which Company shall provide to Customer upon request. In the event of any loss or corruption of Customer Data in Company's possession or control, Company shall use its commercially reasonable efforts to restore the lost or corrupted Customer Data from the latest backup of such Customer Data maintained by Company. Unless caused by Company's gross negligence or willful misconduct, Company will not be responsible for any loss, destruction, alteration, unauthorized disclosure or corruption of Customer Data ("Lost or Corrupted Data") caused by any third party. UNLESS CAUSED BY COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, COMPANY'S EFFORTS TO RESTORE LOST OR CORRUPTED CUSTOMER DATA PURSUANT TO THIS SECTION 2.4 SHALL CONSTITUTE COMPANY'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY LOSS OR CORRUPTION OF CUSTOMER DATA.

- 2.5 **Privacy and Security.** Company shall comply with all applicable privacy and security laws and regulations. Company shall maintain reasonable physical, administrative and technical safeguards to maintain the privacy of Customer Data in the possession or under the control of Company. Company will comply with the privacy, security, data integrity and system integrity policies which are attached hereto as **Exhibit A** and made a part hereof.

3 CUSTOMER OBLIGATIONS

- 3.1 **Marketing Support.** Customer will (i) reasonably market the Services to its employees through such means as flyers, email, website postings and other forms of communication Customer deems appropriate, subject to the Company's review of such materials as set forth in **Section 11.3**; and/or (ii) will reasonably cooperate with Company in efforts to obtain appropriate permissions from Customer's employees, in accordance with all applicable laws, to allow Company to contact such individuals about the services Company provides. In the event a Customer employee has provided such permission, Customer shall provide Company with such individual's contact information for purposes of marketing Services to that individual.
- 3.2 **Regulatory Obligations.** Customer is responsible for obtaining any and all necessary regulatory approvals for its health and benefit plans. Company shall not be responsible, under any circumstance, and Customer shall indemnify Company for any claim brought by an individual covered by a Customer health or benefit plan, for the payment of any expenses, medical or otherwise, incurred by such individual, or for any coverage determinations. The services set forth in these Terms may or may not be subject to the federal Employee Retirement Income Security Act, 29 U.S.C., Section 1001, et seq. ("ERISA") and/or the Consolidated Omnibus Budget Reconciliation Act of 1985, Public Law 99-272, including any state continuation laws ("COBRA"). The Parties agree that in any event Company shall not be identified as, or understood to be, a Plan Sponsor, Plan Administrator, Administrator or Named Fiduciary, as those terms are defined in ERISA. Company shall have no responsibility for the preparation or distribution of any plan description or summary plan descriptions or for the provision of any notices or disclosures or for the filing of any returns or reports or information required to be filed pursuant to ERISA, COBRA or the Internal Revenue Code.
- 3.3 **Restrictions.** Customer shall not attempt to, or permit any third party to, interfere with or disrupt the Services or attempt to, or permit any third party to, gain access to the Services or any systems or networks that connect thereto (except as required to access and use the Services as permitted herein). Customer shall not allow access to or use of the Services by anyone other than Authorized Users. Customer shall not: (i) copy, modify, disassemble, reverse engineer, reverse assemble, or distribute any portion of the Services; (ii) sell, rent, lease, sublicense, or otherwise distribute any aspect of the Services, or provide access to the Services on a time-share or service bureau basis; or (iii) transfer any of its Customer's rights hereunder; (iv) alter, destroy or otherwise modify or remove any proprietary notices or labels on, or embedded within, any materials provided pursuant to this Terms; and (v) create or prepare derivative works based on Services or materials provided pursuant to this Terms.

- 4 **OWNERSHIP.** The Services, and all Intellectual Property Rights therein or relating thereto, are and shall remain the exclusive property of Company or its licensors. Except as expressly provided herein, nothing in these Terms shall be construed as granting Customer, Authorized Users or any other third party any right, title or interest in or to the Services or any other Company or its licensor's Intellectual Property Right. Except as provided herein, Customer Data shall be and at all times remain the property of Customer or the applicable Authorized User, as appropriate. Company shall have the right to de-identify Customer Data and all results and analyses related thereto (collectively, "**De-Identified Data**"), and such De-Identified Data shall at all times be and remain the sole property of Company or its licensors.

5 CONFIDENTIALITY

- 5.1 **Definition.** "**Confidential information**" means any business or technical information disclosed by one party to the other party that: (i) if disclosed in writing, is marked "confidential" or "proprietary" at the time of disclosure; (ii) if disclosed orally, is identified as "confidential" or "proprietary" at the time of disclosure, and is summarized in a writing sent by the disclosing party to the receiving party within thirty (30) days after any such disclosure; or (iii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. For clarity, Customer Data

is considered to be Confidential Information of Customer and the Services are Company's Confidential Information, and these Terms constitute Confidential Information of both Parties.

- 5.2 Exclusions. The obligations and restrictions set forth in **Section 5.3** will not apply to any information that (i) is or becomes generally known to the public through no fault of or breach of these Terms by the receiving party; (ii) is rightfully known by the receiving party at the time of disclosure; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (iv) the receiving party rightfully obtains from a third party who has the right to disclose such information without breach of any confidentiality obligation to the disclosing party.
- 5.3 Use and Nondisclosure. A receiving party will not use the disclosing party's Confidential Information except as necessary for the performance or enforcement of these Terms and will not disclose such Confidential Information to any third party except to those of its employees, subcontractors, business and legal advisors who have a bona fide need to know such Confidential Information for the performance or enforcement of these Terms. Each receiving party will protect the disclosing party's Confidential Information from unauthorized use and disclosure using efforts equivalent to the efforts that the receiving Party ordinarily uses with respect to its own confidential information and in no event less than a reasonable standard of care. The provisions of this **Section 5.3** will remain in effect during the term of the Services and for a period of three (3) years after the expiration or termination of the Services.
- 5.4 Permitted Disclosures. The provisions of this **Section 5** will not restrict either Party from disclosing Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided that the party required to make such a disclosure gives reasonable notice to the other party, unless prohibited by law, to enable it to contest such order or requirement or limit the scope of such request. The party responding to such an order or requirement will only disclose the Confidential Information of the disclosing party that is expressly required.

6 WARRANTIES AND DISCLAIMER

- 6.1 Warranties. Each Party represents and warrants that it (a) is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; and (b) has the full right, power and authority to enter into and perform its obligations hereunder. Company represents and warrants that it will provide the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards. In the event Company breaches the warranty set forth in the immediately preceding sentence, Customer's sole and exclusive remedy, and Company's sole obligation, shall be the re-performance of the Services for which the warranty was breached.
- 6.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER COMPANY NOR ITS LICENSORS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THESE TERMS OR THE COMPANY SERVICES. WITHOUT LIMITING THE FOREGOING, COMPANY DISCLAIMS ANY WARRANTY THAT THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED. COMPANY FURTHER DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE SERVICES AS TO MERCHANTABILITY, ACCURACY OF ANY INFORMATION PROVIDED, FITNESS FOR A PARTICULAR PURPOSE, RESULTS FROM USING THE SERVICES. COMPANY FURTHER DISCLAIMS ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM COMPANY OR ELSEWHERE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

CUSTOMER ACKNOWLEDGES AND AGREES THAT: (i) NEITHER COMPANY NOR ANY OF ITS LICENSORS IS A HEALTH CARE PROVIDER AND DOES NOT AND WILL NOT PROVIDE MEDICAL ADVICE OR DIAGNOSIS; (ii) SERVICES OR MATERIALS PROVIDED IN THE PROVISION OF SERVICES BY COMPANY OR ITS LICENSORS ONLY CONSTITUTE A PRELIMINARY NON-CLINICAL SCREENING TOOL FOR ASSESSING CERTAIN HEALTH CONDITIONS, INCLUDING MENTAL HEALTH CONDITIONS; (iii) NONE OF THE SERVICES OR MATERIALS PROVIDED IN THE PROVISION OF SERVICES BY COMPANY CONSTITUTE ANY FORM OF HEALTH CONSULTATION, HEALTH

DIAGNOSIS, TREATMENT OR ANY FORM OF OPINION OR ADVICE CONCERNING DIAGNOSIS OR TREATMENT OF USERS OR ANY OTHER PERSONS; AND (iv) THE SERVICES OR MATERIALS PROVIDED IN THE PROVISION OF SERVICES ARE NOT A SUBSTITUTE FOR APPROPRIATE INTERVENTION BY LICENSED HEALTH PROFESSIONALS.

7 TERMINATION

- 7.1 Rights and Obligations Upon Expiration or Termination. Upon expiration or termination of the Services, Customer's Authorized Users' right to access and use the Services shall immediately terminate, Customer and its Authorized Users shall immediately cease all use of the Services, and each Party shall return and make no further use of any Confidential Information, materials, or other items (and all copies thereof) belonging to the other Party. Company must destroy or otherwise dispose of any Customer Data in its possession. For the avoidance of doubt, Company may retain all De-Identified Data.
- 7.2 Survival. The rights and obligations of Company and Customer contained in **Sections 4** (Ownership), **5** (Confidentiality), **7.2** (Rights and Obligations Upon Expiration or Termination), **7.3** (Survival), **8** (Indemnification), **9** (Limitation of Liability), **10** (Acknowledgement), and **11** (General) shall survive any expiration or termination of these Terms.

8 INDEMNIFICATION

- 8.1 Indemnification by Customer. Customer shall indemnify, defend and hold harmless Company, its officers, directors employees, agents, consultants, successors and assigns (collectively, "**Company Indemnitees**"), from and against any liabilities, costs, damages, and expenses (including reasonable attorney's fees) actually awarded in final judgement or agreed upon as a settlement payment arising from a third party (including without limitation an Authorized User) claim brought against a Company Indemnitee for a Customer Indemnitee's gross negligence, willful misconduct or violation of law. Company agrees to: provide Customer with prompt written notice of such claim; provide reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and provide Customer with the sole authority to defend or settle such claim; provided Customer may not admit wrongdoing or incur future obligations on Company's behalf without first receiving Company's written consent.
- 8.2 Indemnification by Company. Company shall indemnify, defend and hold harmless Customer, its officers, directors, employees, agents, consultants, successors, licensors and assigns (collectively, "**Customer Indemnitees**"), from and against any liabilities, costs, damages, and expenses (including reasonable attorney's fees) actually awarded in final judgement or agreed upon as a settlement payment arising from a third party (including without limitation an Authorized User) claim brought against a Customer Indemnitee (other than any claim to the extent arising from Customer's gross negligence) as a result of a third party claim that the Services, as provided by Company to Customer pursuant to these Terms, infringe any U.S. patent or copyright or misappropriate any trade secret or a Company Indemnitee's gross negligence, willful misconduct or violation of law. Customer agrees to provide Company with prompt written notice of such claim; provide reasonable cooperation to Company, at Company's expense, in the defense and settlement of such claim; and provide Company with sole authority to defend or settle such claim; provided Company may not admit wrongdoing or incur future obligations on Customer's behalf without first receiving Customer's written consent.

9 LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING FROM A BREACH OF **SECTIONS 2.3** OR **5**, AND FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS IN **SECTION 8**, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR OTHER ECONOMIC LOSS, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ANY CLAIM FOR RECOVERY IS BASED ON THEORIES OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. EXCEPT FOR LIABILITY ARISING FROM A BREACH OF **SECTION 5**, AND FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS IN **SECTION 8**, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY EXCEED \$50,000.

10 ACKNOWLEDGEMENT.

The Parties acknowledge that the limitations and exclusions contained in **Section 9** and elsewhere in these Terms represent the Parties' agreement based upon the perceived

level of risk associated with their respective obligations under these Terms, and the payments made hereunder. Without limiting the generality of the foregoing, the Parties acknowledge and agree that (a) the provisions hereof that limit liability, disclaim warranties or exclude consequential damages or other damages or remedies shall be severable and independent of any other provisions and shall be enforced as such, regardless of any breach hereunder, and (b) all limitations of liability, disclaimers of warranties, and exclusions of consequential damages or other damages or remedies shall remain fully valid, effective and enforceable in accordance with their respective terms, even under circumstances that cause an exclusive remedy to fail of its essential purpose.

11 GENERAL

- 11.1 Governing Law. These Terms and all matters arising out of or relating to these Terms shall be governed by the laws of the State of Connecticut, without regard to its conflict of law provisions. Any legal action or proceeding relating to these Terms shall be brought exclusively in the state or federal courts located in Connecticut. Company and Customer hereby agree to submit to the jurisdiction of, and agree that venue is proper in, those courts in any such legal action or proceeding.
- 11.2 Waiver. The waiver by either Party of any default or breach of these Terms shall not constitute a waiver of any other or subsequent default or breach.
- 11.3 Use of Name. Each Party may use the other Party's trade names, trademarks, logos and service marks (collectively "**Marks**") or other materials (as determined by the Parties) in marketing materials, websites or public social media for advertising or promotional purposes, or, in the case of Customer, for informing its employees about the Services or in the case of Company, listing Customer as a Customer on its website and in other marketing materials, provided that the other Party has provided written consent.
- 11.4 Notices. All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be sent to the addresses set forth in these Terms or delivered in person. The notices shall be deemed to have been given upon: (a) the date actually delivered in person; (b) the day after the date sent by overnight courier; or (c) three (3) days following the date such notice was mailed by first class mail. Notices may be confirmed by email.
- 11.5 Force Majeure. Neither Party will be responsible for any failure to fulfill its obligations due to causes beyond its reasonable control.
- 11.6 Compliance with Laws. Each Party agrees to comply with all applicable laws and regulations with respect to its activities hereunder.
- 11.7 Relationship Between the Parties. Nothing in these Terms shall be construed to create a partnership, joint venture or agency relationship between the Parties. Neither Party will have the power to bind the other or to incur obligations on the other's behalf without such other party's prior written consent.
- 11.8 Assignment. Neither Party may assign or transfer these Terms, in whole or in part, without the other party's prior written consent; provided, however that either party shall have the right to assign or otherwise transfer these Terms without the other party's consent to any party who acquires all or substantially all of the assets or equity of the assigning party. Any attempted assignment or transfer in violation of this **Section 11.8** will be null and void. Subject to the foregoing restrictions, these Terms shall inure to the benefit of the successors and permitted assigns of the Parties.
- 11.9 Entire Agreement. These Terms together with the exhibits hereto constitutes the complete and exclusive agreement between the Parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter of these Terms. These Terms may not be modified or amended except in a writing signed by a duly authorized representative of each party.
- 11.10 Non-Exclusive Remedies. Except as set forth in **Sections 2.4** and **6.1**, the exercise by either party of any remedy under these Terms will be without prejudice to its other remedies under these Terms or otherwise.
- 11.11 Equitable Relief. Each party acknowledges that a breach by the other party of any confidentiality or proprietary rights provision of these Terms may cause the non-breaching Party irreparable damage, for which the award of damages may not be adequate compensation. Consequently, the non-breaching party may institute an action to enjoin the breaching party from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and a party may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the non-breaching party may be entitled at law or in equity.

- 11.12 No Third-Party Beneficiaries. Although these Terms are intended for the sole and exclusive benefit of the signatories and are not intended to benefit any third party, MindWise Innovations, a program of Riverside Community Care, Inc., may claim third-party beneficiary rights in light of the use of its materials as part of the Services.

EXHIBIT A

PRIVACY AND SECURITY POLICIES

Zillion Group, Inc. ("Company") shall comply with the security and privacy policies and standards set forth in this Exhibit A, which is attached to and made a part of the Enterprise Services Agreement effective 4/11/2022, by and between Company and Customer (the "Agreement"). Capitalized terms used herein but not defined shall have the meanings set forth in the Agreement.

I. Security and Access Policies. Company uses commercially reasonable efforts to protect the physical security and electronic security of the Company equipment utilized to provide the Company Services to Customer and Authorized Users, including by using anti-virus, security and firewall technology commonly used in the industry. Company makes a commercially reasonable effort to comply with any and all applicable Customer policies and any other requirements identified in a statement of work agreed to in writing by the parties and attached to the Agreement.

(i) All Customer Data and Customer Confidential Information that is collected, stored or otherwise maintained by Company pursuant to the Agreement shall be maintained in a secure environment that meets industry standards for information security.

(ii) In the event of an actual breach of security of any system, website, database, equipment or storage medium or facility controlled by Company or a Company contractor or vendor that results in a Security Breach, Company shall notify Customer in a timely manner and shall reasonably cooperate with Customer in the investigation and remediation of any such occurrence.

(iii) For purposes of this Exhibit, "Security Breach" means any breach of security of any system, website, database, equipment or storage medium or facility controlled by Company that results in unauthorized access to Customer Data or Customer Confidential Information by any third party (including any employee or subcontractor of Company that is not authorized to access such information), or any loss, destruction, deletion or unauthorized modification of Customer Confidential Information.

II. Policy Management. Company adheres to the following security controls and expectations where, as part of Company's performance of Company Services under the Agreement, Company: collects, stores, processes, or transmits Customer Data, or accesses Customer's internal business network.

a. Company maintains a named individual, Chief Information Security Officer, and team who are responsible for information security within the Company organization ("Information Security Personnel").

b. Company maintains and complies with an information security policy that is reviewed and updated by the Information Security Personnel as needed to conform with industry-standard information security practices, which update will be at least annually.

c. Company will maintain and comply with a risk assessment program that includes identification, tracking, and remediation of identified risks and vulnerabilities to its corporate infrastructure and Customer Data on an ongoing basis.

III. User Management.

a. Company will ensure that all Company employees and contractors who have physical or logical access to Customer Data or Customer's internal business network (collectively, "Company Users"), acknowledge a Company-owned acceptable use policy.

b. Company will ensure that all Company employees who have physical or logical access to Customer Data or Customer's internal business network complete a HIPAA and/or general security awareness program at least annually, that focuses on appropriate protection of data and common security themes.

c. Company will ensure that all Company Users who have physical or logical access to Customer Data or access to Customer's internal business network have a unique user ID and are granted access to Customer Data or Customer's internal business network only on a need to know basis.

d. Company will grant and revoke a Company User's access to Customer Data and Customer's internal business network in a timely and auditable manner, and will revoke a Company User's access when necessary to comply with this Exhibit or the Agreement.

e. Company requires Company Users to create and use industry-standard passwords to Company's corporate network and applications that host or provide access to Customer Data. This may also include the use of multifactor authentication as an added measure of security where applicable.

f. Company will encrypt all Company User passwords at rest and in storage using industry-standard information security encryption algorithms.

IV. Customer Data.

a. As necessary, Company will encrypt all sensitive Customer Data when stored within Company systems using industry-standard information security encryption algorithms.