

## Services Agreement

This Services Agreement (this “**Agreement**”), dated as of **December 1** (the “**Effective Date**”), is by and between edwell, Inc., a Connecticut nonstock corporation doing business as The Educator Wellness Project (“**Service Provider**”), and **North High**, a **Denver Public School** (“**Recipient**” and together with Service Provider, the “**Parties**”, and each a “**Party**”).

WHEREAS Recipient desires to retain Service Provider to provide services to Recipient, and Service Provider is willing to perform such services under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Recipient agree as follows:

1. Services. Service Provider shall provide to Recipient the services (the “**Services**”) set out in one or more statements of work accepted by both Service Provider and Recipient (each, a “**Statement of Work**”). The initial Statement of Work is attached hereto as **Exhibit A**. Additional Statements of Work shall be deemed issued and accepted only if signed by the Parties.

2. Service Provider Obligations. Service Provider shall:

(a) Designate employees or contractors that it deems sufficient, in its sole discretion, to perform the Services set out in each Statement of Work

(b) Maintain complete and accurate records relating to the provision of the Services under this Agreement. During the Term (as defined herein) and for a period of six (6) months thereafter, upon Recipient’s written request, Service Provider shall allow Recipient or Recipient’s representative to inspect and make copies of such records in connection with the provision of the Services; provided that Recipient provides Service Provider with at least five (5) business days advance written notice of the planned inspection, and any such inspection shall take place during regular business hours.

3. Recipient Obligations. Recipient shall:

(a) Respond promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Services.

(b) Cooperate with Service Provider in its performance of the Services.

4. Fees.

(a) In consideration of the provision of the Services by Service Provider and the rights granted to Recipient under this Agreement, Recipient shall pay the fees set out in the applicable Statement of Work in accordance with the payment terms provided by such Statement of Work. Payment to Service Provider of such fees pursuant to this Section 4 shall constitute payment in full for the performance of the Services.

(b) Recipient shall also reimburse Service Provider for all reasonable and documented costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Service Provider does not waive by the exercise of any rights hereunder), Service Provider shall be entitled to suspend the provision of any Services if the Recipient fails to pay any undisputed amounts when due hereunder and such failure continues for ten (10) days following written notice thereof.

5. Confidentiality.

(a) From time to time during the Term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party ("**Confidential Information**"). Confidential Information may also include non-public, proprietary, and confidential information that is gathered and collected in the course of performing the Services, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential."

(b) Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (iv) was or is independently developed by Receiving Party without using any Confidential Information.

(c) The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of

care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, and independent contractors who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. Upon the Disclosing Party's request, Receiving Party shall promptly return all documents and other materials received from the Disclosing Party. The Disclosing Party shall be entitled to receive injunctive relief for any violation of this Section.

6. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, **"Intellectual Property Rights"**) in and to all documents, work product and other materials that are delivered to Recipient under this Agreement or prepared by or on behalf of Service Provider in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the **"Deliverables"**) except for any Confidential Information of Recipient or Recipient materials shall be owned by Service Provider. Except as otherwise set forth in an applicable Statement of Work, Service Provider hereby grants Recipient a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Recipient to make reasonable use of the Deliverables and the Services.

7. Limited Marketing License. During the Term, Recipient grants Service Provider the non-exclusive right and license to display Recipient's name and logo on Service Provider's website, social media, and/or marketing materials. Service Provider acknowledges and agrees that all rights related to Recipient's name and logo shall remain with Recipient and that Service Provider has and will acquire no right in Recipient's name and logo except the right to use them in accordance with this Section.

8. Term, Termination, and Survival.

(a) This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services under all Statements of Work (the “**Term**”) unless sooner terminated as provided herein.

(b) Either Party may terminate this Agreement, effective upon providing written notice to the other Party (the “**Defaulting Party**”) if the Defaulting Party:

(i) Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within fifteen (15) days after receipt of written notice of such breach.

(ii) Becomes insolvent or admits its inability to pay its debts generally as they become due.

(iii) Becomes subject, voluntarily or involuntarily, to any proceeding under any bankruptcy law, which is not fully stayed within seven (7) days or is not dismissed or vacated within forty-five (45) days after filing.

(iv) Is dissolved or liquidated or takes any corporate action for such purpose.

(c) Service Provider may terminate this Agreement before the expiration date of the Term upon providing written notice to Recipient if Recipient fails to pay any amount when due hereunder: (a) and such failure continues for ten (10) days after Recipient’s receipt of written notice of nonpayment; or (b) more than three (3) times in any twelve (12) month period.

(d) The rights and obligations of the parties set forth in Sections 8 through 24, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

9. Insurance. Service Provider shall, at its own expense, maintain and carry a reasonable level of general liability insurance in full force and effect for the duration of this Agreement. Upon Recipient’s request, Service Provider shall provide Recipient with a certificate of insurance from Service Provider’s insurer evidencing the insurance coverage specified in this Agreement.

10. Warranties and Disclaimers.

(a) Service Provider hereby represents and warrants that the Services provided hereunder: (i) will be performed in a good and workmanlike manner; and (ii) will not violate any proprietary rights of any third party. Service Provider represents and warrants to Recipient that it is not a party to any confidentiality agreements, which would be violated by entry into this Agreement. Service Provider's sole and exclusive liability and Recipient's sole and exclusive remedy for breach of this warranty shall be as follows: Service Provider shall use reasonable commercial efforts to promptly cure any such breach; provided, that if Service Provider cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Recipient's written notice of such breach, Recipient may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 8.

(b) SERVICE PROVIDER MAKES NO WARRANTIES EXCEPT FOR THOSE PROVIDED IN THIS SECTION 10. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED. THE SERVICES ARE NOT INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICINE, PSYCHOLOGY, MENTAL HEALTH SERVICES, OR OTHER PROFESSIONAL HEALTH CARE ADVICE, OR THE PROVISION OF MEDICAL CARE BY SERVICE PROVIDER.

11. Limitation of Liability.

(a) IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO RECIPIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED TWO (2) TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER IN THE ONE (1) YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12. Entire Agreement. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such

subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of this Agreement shall supersede and control.

13. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the court may modify this Agreement to affect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14. Amendments. This Agreement may be modified only by an instrument in writing signed by both Parties.

15. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement must be in writing and addressed to the other Party at its address set forth on the signature page below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the notice has complied with the requirements of this Section.

16. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

17. Assignment. Neither Party shall assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void.

18. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. Relationship of the Parties. The relationship between the parties is that of independent contractors. The details of the method and manner for performance of the Services by Service Provider shall be under its own control, Recipient being interested only in the results thereof. The Service Provider shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Recipient the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement benefits solely the Parties and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

21. Choice of Law. This Agreement including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Connecticut without giving effect to the conflict of laws provisions thereof.

22. Arbitration. Any dispute between or among the parties arising out of or in connection with the execution, interpretation and performance of this Agreement shall be solely and formally settled by a single arbitrator. The single arbitrator shall be selected through the process described herein. Within fifteen (15) days after the commencement of arbitration, each party shall select one arbitrator and, within ten days of their appointment, the two selected shall select a third arbitrator to serve as the single arbitrator. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association. The arbitration proceedings shall be held in Branford, Connecticut, and the arbitration proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The cost of the arbitrator shall be shared equally by the parties and each party shall pay its own legal and other expenses in connection with the arbitration.

23. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other



means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

24. Force Majeure. Service Provider shall not be liable or responsible to Recipient, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Service Provider including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, Recipient shall be entitled to give notice in writing to Service Provider to terminate this Agreement.

*[Signature page follows.]*





IN WITNESS WHEREOF, the parties hereto have caused this Services Agreement to be executed as of the Effective Date by their respective duly authorized officers.

**edwell, Inc.**

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

Name: Nicola Fleischer

Title: President

Address:

edwell, Inc.

690 Leetes Island Road

Branford, CT 06405

Attn: President

**[Recipient]**

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

Name:

Title:

Address:

## EXHIBIT A Statement of Work

### Services

**Number of Potential Participants:** 5 returning users and 5 new users

**Dates of Participation:** January 3 - April 30, 2022

The Educator Wellness Project will provide six 50-minute coaching sessions, either 1:1 or in small groups, for all registered participants from the Recipient staff. Upon registration, participants will have the option of choosing 1:1 or small group coaching. These coaching sessions will take place over Zoom and include use of the The Educator Wellness Project's coaching framework. Participants will also have access to communicate directly with their coach and peers via the The Educator Wellness Project's online community platform.

The following administrator meetings will also be scheduled:

- Mid-cycle data review meeting
- End-of-cycle data review meeting

The Educator Wellness Project will also provide the Recipient with the following data reports:

- If there are fewer than 25 participants in your program
  - Number of participants in Recipient's program, *both new and returning*
  - Aggregated well-being and impact data from whole pilot study
- If there are 25 or more participants in your program
  - Number of participants in Recipient's program, in addition to demographic data
  - Well-being and impact data from Recipient's specific program or district

### Fee and Payment:

The Educator Wellness Project agrees to provide Recipient with a total list of participants who register to participate in the coaching program, *both new and returning*, along with a payment invoice, no later than January 21, 2022.

The fee will be based on the number of participants who register to participate in the coaching program and is \$500 per participant, regardless of the number of coaching sessions the participant attends. The fee shall be due in full on February 7, 2021.



*The total invoice will include credits for any unused seats from the Fall 2021 program. These seats, each at a price of \$500, will be removed from the final invoice.*