

The following Master Subscription Agreement applies to all Order Forms for Peer Collective Employee Subscription Plans

**MASTER EMPLOYEE SUBSCRIPTION AGREEMENT**

Please read this Master Employee Subscription Agreement (“Agreement”), which governs the terms of any purchase agreement, order form, or similar document (“Employee Purchase Order” or “EPA”) related to the purchase of Services by or on behalf of employees or affiliates.

By entering into an EPA, you (the “Party”) are agreeing to be bound by the terms and conditions of this Agreement.

This Agreement is a legal agreement between you and Peer Collective Inc, is incorporated by reference into any Employee Purchase Order.

If you do not agree to the terms of this Agreement, do not execute an EPA and do not direct any employee, affiliate, or any other person to download or use the Application.

Capitalized terms used but not defined in this Agreement shall have the meanings ascribed in the Terms and Conditions (available at: [\[LINK\]](#)).

BACKGROUND

1. Peer Collective provides services via an Internet-based peer counseling platform (the “**Service**”), via a web site currently located at [www.peercollective.com](http://www.peercollective.com) (the “**PC Site**”).
2. The Party desires to have an arrangement with Peer Collective pursuant to which The Party may secure access to the Service for The Party’s employees in accordance with the terms and conditions of this Agreement.

**SECTION 1.**

**DEFINITIONS**

**Definitions.** For the purposes of this Agreement, the following definitions will apply:

- 1.1.1. “**Enrolled Employee**” means any Qualified Employee that subscribes for the Service via the PC Site and receives and agrees to the T&Cs and PP

as in effect at the time of such Qualified Employee's subscription.

- 1.1.2. **"T&Cs and PP"** means the Terms and Conditions and Privacy Policy agreements on the PC Site (including without limitation the End-User License Agreement), as may be amended from time to time.
- 1.1.3. **"Qualified Employee"** means, at any time, a current employee of The Party.

## **SECTION 2.**

### **EMPLOYEE SUBSCRIPTIONS**

#### **2.1. Obligations of The Party.**

- 2.1.1. The Party will use reasonable efforts to make the Service known to all Qualified Employees, including without limitation by providing (1) a link to the PC Site and (2) information about the Service. The Party will present and represent the Service in a positive manner.
- 2.1.2. The Party will not make any representations or warranties regarding the Service (except any contained in promotional, advertising, or marketing materials provided by Peer Collective to The Party).
- 2.1.3. In lieu of any payment for the Service by the Enrolled Employees to Peer Collective, The Party agrees to pay Peer Collective whatever has been determined in the EPA for the Service from the Effective Date until the 1-year anniversary of the Effective Date, paid on the Effective Date in \$USD via credit card, check, ACH, or wire transfer.
- 2.1.4. The Party acknowledges that Peer Collective is accepting a limited number of partnering organizations to subscribe to the Service on the terms of this Agreement (the **"Trial Terms"**), and therefore, agrees:
  - 2.1.4.1. To make a The Party representative available to meet on a regular basis (but no more than once per week) to provide feedback on the Service;
  - 2.1.4.2. To allow Peer Collective to make public references to The Party as a user of the Service for marketing purposes; and
  - 2.1.4.3. To make a The Party representative available at

reasonable times to support Peer Collective investor calls.

## **2.2. Obligations of Peer Collective.**

2.2.1. Peer Collective will use its commercially reasonable efforts to enter into subscriptions with, and to provide access to the Service to, Qualified Employees, in accordance with the T&Cs and PP and the terms of this Section 2.2.1. Notwithstanding anything to the contrary in the T&Cs and PP:

2.2.1.1. Number of Enrolled Employees. The maximum number of Enrolled Employees shall not exceed 50; *provided, however,* that additional Enrolled Employees (beyond 50) may be added upon The Party's prior written consent to increase the fee under this Agreement by the per-user fee amount then in effect. Additionally, The Party may notify Peer Collective of any Enrolled Employee that ceases to be a Qualified Employee, in order to terminate such individual's access to the Service and reduce the number of then-current Enrolled Employees.

2.2.1.2. Notwithstanding anything to the contrary in this Agreement, Peer Collective shall have no obligation to provide access to the Service to any employee or other affiliate of Party if the cost to provide Peer Collective support exceeds the payment listed on the EPA except as may be otherwise agreed to in writing by both parties.

## **SECTION 3.**

### **TERM AND TERMINATION**

**Term.** The term of this Agreement shall be 1 year, but may be extended by agreement in writing by both parties.

### **3.2. Termination.**

3.2.1. Either party may terminate this Agreement (1) for any reason and at any time, by providing 30 days' written notice to the other party or (2) immediately by providing written notice thereof to the other party in the event of a material breach of this Agreement by such other party that

remains uncured 15 days after the breaching party's receipt of written notice of the breach.

- 3.2.2. Neither party shall be liable to the other party for any costs or damages of any kind, including incidental, consequential, special, exemplary, punitive, multiple, indirect or direct damages or for indemnification, solely on account of the lawful termination of this Agreement.
- 3.2.3. Notwithstanding the expiration of earlier termination of this Agreement for any reason however described, the following Sections of this Agreement shall survive any such expiration or termination: Section 4, Section 5, and Section 6.

#### **SECTION 4.** **IP AND CONFIDENTIALITY**

**Confidentiality.** Each party agrees that during the course of this Agreement, information that is confidential or proprietary may be disclosed to the other party, including, without limitation, software, source code, technical processes and formulas, product designs, sales, customers, marketing data, and the Trial Terms ("**Confidential Information**"). Confidential Information shall not include information that the receiving party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party, (b) was known to the receiving party as of the time of its disclosure, (c) is independently developed by the receiving party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party. Each party agrees to exert its commercially reasonable efforts not to disclose Confidential Information to third parties, and agrees to make no use thereof except as necessary for the proper performance of this Agreement.

#### **4.2. License Grant.**

- 4.2.1. Subject to the terms of this Agreement, The Party grants Peer Collective, and Peer Collective grants to The Party, a worldwide, non-exclusive license and right, during the term of this Agreement to use the other party's trademarks, trade name, and/or logo ("**Marks**") on each party's web site and in conjunction with marketing and promoting the relationship established under this Agreement; *provided, however*, that such use shall be in conjunction with the other party's written trademark

guidelines as provided in writing to such party from time to time. Such license to use the Peer Collective Marks or the The Party Marks shall not give to or create in the respective licensee any ownership rights, goodwill rights related to the Marks or any other rights not expressly set forth herein.

- 4.2.2. The Party shall not have the authority to accept orders for the Service or otherwise bind Peer Collective to any contract, agreement, or other understanding, whether oral or written. Nothing in this Agreement shall be construed as granting The Party any rights of any kind with respect to any portion of the Service or related materials except as expressly set forth in this Agreement. All right, title and interest in and to, and ownership of, the Service and any related promotional or other marketing materials shall remain at all times exclusively with Peer Collective.

**Non-Competition.** The Party agrees that it will not directly or indirectly engage in any service competitive with or substantially similar to the Service during the Term and for a period of 1 year after the termination of this Agreement, except as permitted in writing by Peer Collective.

## **SECTION 5.**

### **INDEMNIFICATION AND LIABILITY**

#### **5.1. Indemnification.**

- 5.1.1. Each party (the “**Indemnifying Party**”) shall indemnify the other party, including, but not limited to such party’s officers, employees, directors, agents, successors, and assigns, (the “**Indemnified Party**”) against any and all claims, losses, costs and expenses, including reasonable attorneys’ fees, which the Indemnified Party may incur as a result of claims in any form by third parties arising from the Indemnifying Party’s and/or its employees, subcontractors or agents’ willful misconduct or negligence.
- 5.1.2. The Party shall indemnify Peer Collective for any third party claims relating to (1) the use by Peer Collective of the The Party Marks pursuant to Section 4.2 above, and (2) the operations of The Party.
- 5.1.3. Peer Collective shall indemnify The Party for any third party claims relating to (1) the use by The Party of the Peer Collective Marks pursuant

to Section 4.2 above, and (2) the operations of Peer Collective including, but, not limited to, the provision of the Service to the Enrolled Employees.

5.1.4. The parties' indemnification obligations shall be conditioned on the indemnified party giving the indemnifying party prompt notice of the claim to be indemnified, cooperating with the indemnifying party at its expense in the defense of such claim, and giving the indemnifying party the right to control the defense and settlement of the claim; *provided*, that no claim shall be settled by the indemnifying party on a basis that adversely affects the indemnified party's on-going operations or its property rights without its consent. The indemnified party shall be entitled to participate in the defense of such claim at its own expense.

**Limitation of Liabilities.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA OR USE OF DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, MULTIPLE, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), WARRANTY, GUARANTEE OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Disclaimer of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PEER COLLECTIVE DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE OR OTHERWISE RELATING TO THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, DATA ACCURACY AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

## **SECTION 6.**

### **GENERAL PROVISIONS**

**Notices.** All notices, requests, instructions or other communications to be given hereunder by any party hereto shall be in writing and shall be deemed to have been given or made on the date of delivery, provided delivery is actually tendered at the address set forth on the signature page to this Agreement (as

may be updated from time-to-time): (1) in person, or (2) by recognized national courier service, (3) by facsimile copy (with original copy marked the same day), or (4) 7 calendar days after deposit in the United States mail by first class certified mail postage prepaid, return receipt requested, all addressed to such address as either party may designate by notice given in accordance with this Section 6.1. Each party may also provide the other party notice via e-mail to the e-mail address provided by such party. Notice shall be deemed given by e-mail 24 hours after delivery of such e-mail; *provided*, that the party providing notice has received a confirmation of delivery of such e-mail.

**Assignment.** This Agreement may not be assigned in whole or in part, except to a party controlling, controlled by or in common control with the assigning party or as part of the sale of all or substantially all of the assets of the assigning party, without the prior written consent of the other party. Any transfer or assignment in violation of the foregoing shall be void and of no effect.

**Amendment.** This Agreement may be amended or modified at any time by Peer Collective provided that any Amendment that materially alters the terms and conditions of an EPA shall be agreed to by the Party in writing.

**No Waiver.** The failure of either party at any time to require the performance of any provision hereof by the other party shall in no manner affect its right at a later time to enforce the same, and no waiver of any nature by either party, whether by conduct or otherwise, shall be deemed to be a continuing waiver.

**Entire Agreement.** This Agreement sets forth the entire Agreement and understanding of the parties in respect of the subject matter hereof.

**Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to its choice of law principles.

**Relationship of the Parties.** The parties to this Agreement are independent contractors and nothing herein shall be construed as creating an association, agency, joint venture, or partnership between the parties or impose any liability attributable to such relationship upon either party.

**Severability.** If any one or more provisions contained in this Agreement or any document executed in connection herewith shall be or become invalid, illegal, or unenforceable in any respect under any applicable law, the validity, legality and

enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired.

**Counterparts.** This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original and all of which when taken together shall be deemed one and the same instrument.

**No Third-Party Beneficiaries.** It is the intention of the parties that no person or entity other than Peer Collective and The Party is or will be entitled to bring any action to enforce any provision of this Agreement against either of the parties. The rights and obligations in this Agreement will be solely for the benefit of, and shall be enforceable only by, the parties and their permitted successors and assigns.

**Headings and Section References.** The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction of this Agreement. All references to sections shall be to sections of this Agreement, except where otherwise specified.

