

MASTER SERVICES AGREEMENT

This Master Services Agreement (“**Agreement**”) is effective as of the date of signature on the accompanying Order Form (“**Effective Date**”) by and between Headspace, Inc., located at 2415 Michigan Avenue, Santa Monica, CA 90404 (“**Headspace**”), and the customer identified in such Order Form (“**Customer**”). This Agreement sets forth the terms and conditions applicable to Customer’s use of the Services to be provided by Headspace under any Order Form executed by both parties.

1. DEFINITIONS

“**Authorized Users**” means any individuals authorized to use the Headspace Content by Customer as specified in an Order Form. Authorized Users may be employees or contractors of Customer.

“**Customer Content**” means any materials or other information which is made available to Headspace by Customer (or on Customer’s behalf), including but not limited to trademarks, trade names and service marks for any customization of the Services for the Customer.

“**Customer Data**” means the information obtained through Customer’s and its Authorized Users use of the Services. Customer Data includes, but is not limited to, information provided by Customer listing Authorized Users eligible to receive the Headspace Content under Customer’s paid account (“**Eligibility Files**”) and aggregated and de-identified data regarding Authorized Users’ usage of the Headspace Content. Customer Data expressly excludes (i) personal data provided by Authorized Users directly to Headspace when registering for Authorized User Accounts, and (ii) Authorized User individual usage history within such Authorized User Accounts.

“**Headspace Content**” means the online meditation and mindfulness content developed, operated and maintained by Headspace and accessible via <http://www.headspace.com> (or other designated website) and mobile apps.

“**Headspace Technology**” means all of Headspace’s proprietary technology (including data, text, video, photos, audio, software, processes, algorithms, API’s, user interfaces, know-how, techniques, designs and other tangible or intangible materials or information) made available to Customer and Authorized Users by Headspace through the Services and Headspace Content.

“**Intellectual Property Rights**” means patents, copyrights, trademarks, service marks, trade secrets and other intellectual property rights (registered or unregistered).

“**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“**Order Form**” means the document, substantially in the form attached hereto as Exhibit A, used to place an order hereunder, including addenda and supplements thereto. Order Forms shall be mutually agreed by the parties and shall be deemed incorporated herein by reference.

“**Services**” means Headspace’s standard software as a service, comprised of Headspace Technology, administrative portal, aggregate user reporting, general promotional marketing materials, account management and support. The Services allow Customer to designate Authorized Users to receive the Headspace Content under Customer’s account. The Services also include co-branding Customer’s administrative portal and Authorized User messaging.

2. SERVICES

2.1. Provision of the Services. Subject to the terms and conditions of this Agreement, Headspace hereby grants Customer a non-exclusive, non-transferable, non-assignable limited license to use the Services solely for Customer’s own business purposes as set forth in each fully executed Order Form. All rights not expressly granted to Customer are reserved by Headspace. Headspace reserves the right to make changes, modifications and enhancements to the Services and the Headspace Content from time to time. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality, features or content, nor dependent on any oral or written public comments made by Headspace regarding future functionality or features.

2.2. Authorized User Accounts. In order to access the Headspace Content, each Authorized User will create an account and accept the Headspace Terms & Conditions located at <https://www.headspace.com/terms-and-conditions> (the “**Authorized User Terms & Conditions**”). If at any time, an Authorized User leaves Customer’s employment, or is no longer engaged as a contractor by Customer, such Authorized User may transition its account to an individual account with Headspace without losing access to Headspace Content or saved usage history. Such Authorized User Terms & Conditions may be modified by Headspace from time to time with or without notice. Any Authorized User violating the Authorized User Terms & Conditions may have the Authorized User’s account and access to the Headspace Content suspended or terminated as provided therein.

2.3. Ownership and License. Headspace shall retain all ownership rights to the Services, with the exception of any Customer Content

supplied by Customer for incorporation into the Services provided solely to Customer. Customer hereby grants Headspace a limited, non-exclusive, non-transferable, worldwide, royalty-free license during the term of this Agreement solely to use and distribute the Customer Content as part of the Services for the sole purpose of creating custom landing pages, data dashboards, engagement materials, and other works for Customer as part of this Agreement.. Customer acknowledges that nothing in this Agreement shall restrict or limit Headspace from providing similar Services for any third party, provided that no Customer Content may be used for any such third party.

2.4. Headspace Responsibilities. Headspace will: (i) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for (a) planned downtime, or (b) any unavailability caused by circumstances beyond Headspace's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Headspace employees), Internet service provider failures or delays, or denial of service attacks; (ii) provide the Services only in accordance with applicable laws and government regulations; and (iii) ensure that the servers and other hardware related to the Services are maintained in a secure environment, exercising a standard of care customary in the industry.

2.5. Customer Responsibilities. Customer shall: (i) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Headspace promptly should Customer become aware of any such unauthorized access or use; and (ii) use the Services only in accordance with their intended purpose and applicable laws and government regulations, and (iii) be responsible for the accuracy, quality and legality of any Customer Content provided to Headspace. Customer shall not: (a) make the Services available to anyone other than its Authorized Users; (b) permit any children, as defined under applicable law such as COPPA or GDPR, to register as Authorized Users; (c) sell, resell, rent or lease the Services; (d) knowingly use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights; (e) knowingly use the Services to store or transmit Malicious Code; (f) knowingly interfere with or disrupt the integrity or performance of the Services or third-party data contained therein; or (g) attempt to gain unauthorized access to the Services or its related systems or networks.

2.6. Customer Data. All Customer Data shall be owned by Customer and may only be used by Headspace in order (i) to deliver the Services; (ii) to provide Customer with aggregate Authorized User reports; (iii) to improve the performance and functionality of the Services generally and (iv) to develop aggregate behavioral insights about use of the Headspace Content in a such a way that does not identify the Customer or any Authorized User, in order to improve the Headspace Content generally. Headspace will maintain all Customer Data in confidence, including without limitation any personal identifiable information regarding Authorized Users.

3. FEES AND PAYMENT

3.1. Fees. Customer shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form (i) fees are based on Services purchased, whether or not the Services are actually used by any or all Authorized Users; (ii) payment obligations are non-cancelable; and (iii) fees paid are non-refundable.

3.2. Invoicing and Payment. Headspace shall invoice Customer in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Headspace and notifying Headspace of any changes to such information.

3.3. Overdue Charges. If Customer fails to make payment within the terms of the Order Form, Headspace may, upon 15 days' notice and provided non-payment is not cured within such period, suspend its provision of the Services and any other Services under this Agreement until payment is made. Customer agrees to pay all reasonable legal fees and other costs of collection incurred by Headspace in connection with Customer's breach of its payment obligations hereunder.

3.4. Taxes. Customer is responsible for and shall pay any federal, state or local sales, use or value-added taxes based on Services performed or payments made hereunder.

4. TERM AND TERMINATION

4.1. Term of Agreement. This Agreement commences on the Effective Date and continues until terminated by written notice of either party pursuant to Section 4.2 or until all Services from executed Order Forms have been provided, whichever is later.

4.2. Termination for Cause. This Agreement may be terminated by either party: (i) if the other party is in material breach of this Agreement and the breach is not cured within 30 days after written notice of the breach; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

4.3. Refund or Payment upon Termination. Upon any termination for cause by Customer, Headspace shall refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. Upon any termination for cause by Headspace, Customer shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Headspace for the period

prior to the effective date of termination.

4.4. Surviving Provisions. Sections 1 (Definitions), 4 (Termination), 5 (Proprietary Rights), 6 (Confidentiality), 7 (Warranties and Disclaimers), 8 (Mutual Indemnification), 9 (Limitation of Liability), 10 (Publicity) and 11 (General) shall survive termination of this Agreement, together with any payment obligations accrued prior to termination and any other provisions which by their plain meaning are intended to survive.

5. PROPRIETARY RIGHTS

5.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Headspace and its licensors reserve all right, title and interest in and to the Services, including the Headspace Technology and all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein. Customer shall not: (i) permit any third party to access the Services except as permitted hereunder; (ii) create derivative works based on the Services; (iii) copy, frame or mirror any part or content of the Services; (iv) reverse engineer the Services; or (v) access the Services in order to (a) build a competitive product or service or (b) copy any features, functions or graphics of the Services.

5.2. Customer Content and Customer Data. Subject to the limited rights granted by Customer hereunder, Customer reserves all right, title and interest in and to the Customer Content and the Customer Data, including all related Intellectual Property Rights.

5.3. Suggestions. Customer hereby grants Headspace a royalty-free, worldwide, irrevocable, transferable, perpetual license to use and incorporate into the Services or other Headspace Services or products any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its employees or agents relating to the Services and/or Headspace Content.

6. CONFIDENTIALITY

Each party may have access to the other party's information, which shall be deemed confidential information if identified as such by the disclosing party or if the information by its nature is normally and reasonably considered confidential, such as information regarding products, pricing, methodology, research, customers, business partners, business plans and any information which provides a competitive advantage. The receiving party shall protect the disclosing party's confidential information with the same degree of care it uses for the receiving party's own confidential information (and at least a reasonable degree of care), shall use the information only to carry out this Agreement, and shall disclose the information only to the receiving party's employees (or agents bound by similar confidentiality obligations) with a need to know for that purpose. Confidential information shall remain the property of the disclosing party and shall be destroyed upon request. Notwithstanding the above, the receiving party shall be required to accelerate the destruction of any archival back-up tapes created in the ordinary course of business, even if such archival back-up tapes contain confidential information. Information shall not be deemed confidential information if it: (i) is disclosed by the disclosing party to others without restriction on use and disclosure; (ii) becomes known to the receiving party without restriction from a third party who is not in breach of a confidentiality agreement with the disclosing party; (iii) is already known by the receiving party at the time of disclosure; or (iv) is independently developed by the receiving party without any reliance on the confidential information of the disclosing party. Confidential information may be disclosed to the extent required by applicable law, provided the disclosing party is given reasonable advance notice of such disclosure. The terms of this Agreement shall be considered the confidential information of each party, but the parties may disclose their working relationship in the normal course of doing business. For the avoidance of doubt, any information related to the commercial aspects of this Agreement, including but not limited to; information on pricing, product delivery, marketing, and product functionality, shall be considered confidential information pursuant to this clause.

7. WARRANTIES AND DISCLAIMERS

7.1. Headspace Warranties. Headspace represents and warrants that (i) it has all necessary rights and authority to execute and deliver this Agreement and perform its obligations hereunder and to grant the rights granted under this Agreement to Customer; (ii) nothing contained in this Agreement or in the performance of this Agreement will place Headspace in breach of any other material contract or obligation; and (iii) the Services will be provided in accordance with all applicable laws and government regulations and conform to or exceed the standards generally observed in the industry for similar Services.

7.2. Customer Warranties. Customer represents and warrants that (i) it has all necessary rights and authority to execute and deliver this Agreement and perform its obligations hereunder and to grant the rights granted under this Agreement to Headspace; (ii) nothing contained in this Agreement or in the performance of this Agreement will place Customer in breach of any other material contract or obligation; (iii) it shall not permit any children, as defined under applicable law such as COPPA or GDPR, to register as Authorized Users; (c) sell, resell, rent or lease the Services; and (iv) the Services will be utilized in accordance with all applicable laws and government regulations and conform to or exceed the standards generally observed in the industry for similar Services.

7.3. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND ANY PROFESSIONAL SERVICES PROVIDED BY HEADSPACE HEREUNDER ARE PROVIDED "AS IS", AND HEADSPACE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES INCURRED BY THE OTHER PARTY, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, USE OR PROFIT, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S LIABILITY WITH RESPECT TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) IS LIMITED TO AN AMOUNT EQUAL TO THE AMOUNTS PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DURING THE 12 MONTHS PRIOR TO THE DATE OF THE INITIAL EVENT CAUSING OR RESULTING IN SUCH LIABILITY. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTIONS 3 OR 4.

9. PUBLICITY

Neither party shall externally publish and/or promote the existence or nature of its working relationship with Headspace for any purposes without the prior written consent of Headspace. Notwithstanding the foregoing, Customer shall have the right to display and/or reference the name, logo, or trademarks of Headspace with respect to internal communications.

10. GENERAL

10.1. Independent Contractor. Nothing in this Agreement shall create a joint venture, partnership, employment or agency relationship between Customer and Headspace or Headspace's employees or contractors. Neither party is authorized by this Agreement to represent, bind, obligate or contract on behalf of the other.

10.2. Notices. Any notice, request or communication required or permitted to be given under this Agreement shall be in writing and shall be effective upon the earliest of: (i) actual receipt by the other party; or (ii) two (2) business days after deposit with a nationally recognized overnight courier service, and addressed in each case to the party at the corresponding address first set forth above. Either party may change its notice address by notice in accordance with this paragraph.

10.3. Entire Agreement; Amendment; Waiver. With respect to its subject matter, this Agreement and the Order Form(s) represents the parties' entire agreement and supersedes all prior agreements, understandings and representations, written or oral, between the parties. Headspace shall not be bound by any subsequent terms, conditions or other obligations included in any Customer purchase order, receipt, acceptance, confirmation or other correspondence from Customer unless expressly assented to in writing by Headspace and counter-signed by its authorized agent. The parties may supplement the terms of this Agreement at any time by signing a written addendum, which shall be deemed incorporated by this reference upon execution. Unless expressly stated otherwise in an applicable addendum, all addenda shall terminate upon the expiration or termination of this Agreement. This Agreement may be executed and delivered in two or more counterparts and with electronic or facsimile signatures, and may not be amended except by a writing signed by the party to be bound. The failure of a party to require performance of any provision of this Agreement shall in no manner affect its right to enforce the provision.

10.4. Injunctive Relief. Either party may seek to enforce its rights hereunder with respect to the protection of its confidential information or intellectual property through temporary or permanent injunctive relief, which shall be in addition to any other available relief and which shall not require a bond or security.

10.5. Severability. Any provision of this Agreement which is held invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity or unenforceability and without rendering invalid or unenforceable the remainder of this Agreement or affecting the validity or enforceability of any of the provisions of this Agreement in any other jurisdiction, and the court or tribunal so holding shall be empowered to substitute, to the extent enforceable, provisions similar to said provision, or other provisions, so as to provide to the parties the benefits intended by said provision to the fullest extent permitted by applicable law.

10.6. Assignment; No Third Party Beneficiaries. Except as expressly stated otherwise herein, neither party may assign or transfer (including by operation of law) any rights or obligations under this Agreement without the written consent of the other party, except that either party may, without such consent, assign or transfer this Agreement to a successor to the business of such party by merger, sale of assets or otherwise. Any assignment or transfer, or attempted assignment or transfer, in violation of this Agreement is void ab initio. This Agreement is not intended to confer any rights or remedies upon anyone other than the parties hereto.

10.7. Governing Law; Jurisdiction. This Agreement shall be construed in accordance with the laws of England and Wales. Any proceeding relating to this Agreement or the subject matter hereof shall be brought in courts located in England, and each party hereby generally and unconditionally submits to and accepts the jurisdiction of such courts.

10.8 **Data Protection.** The Customer and Headspace shall each materially comply with its obligations under applicable data protection laws.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

HEADSPACE, INC.

CUSTOMER

By: _____
Signature

By: _____
Signature

Name and Title: This text has been redacted
under the exemptions set out by the Freedom of
Information Act.

Name and Title: This text has been redacted
under the exemptions set out by the Freedom of
Information Act.

EXHIBIT A

Headspace Order Form

Address Information

Department for Education (DfE)

Head Office is at Sanctuary Buildings, Great Smith Street, London, SW1P 3BT

Billing Company This text has been redacted under the exemptions set out by the Freedom of Information Act.

Contact Name: This text has been redacted under the exemptions set out by the Freedom of Information Act.

This text has been redacted under the exemptions set out by the Freedom of Information Act.

Email Address: This text has been redacted under the exemptions set out by the Freedom of Information Act.

This text has been redacted under the exemptions set out by the Freedom of Information Act.

Phone: This text has been redacted under the exemptions set out by the Freedom of Information Act.

Billing Contact Name: Accounts Payable

Billing Email for Invoices: This text has been redacted under the exemptions set out by the Freedom of Information Act.

Invoices shall be submitted electronically by email to This text has been redacted under the exemptions set out by the Freedom of Information Act. within 30 days of the end of the relevant invoicing date. The Department for Education "Department" undertakes to pay correctly submitted invoices within 5 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of the electronic arrival at the nominated email address of the Department. Any correctly submitted invoices that are not paid within 30 days will be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated email address. If any problems arise, contact the Department's Contract Manager. The Department aims to reply to complaints within 10 working days. The Department shall not be responsible for any delay in payment caused by incomplete or illegible invoices.

Terms and Conditions

Service Start Date: 06/01/2021

Service End Date: 05/01/2022

Payment frequency: Annual

Payment Terms: Net 30

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the Services on this Order Form? (Customer to complete)

No

Yes - Please complete below

PO Number: DfE will endeavor to provide a Purchase order number within 30 days of the service.

1. Fee Structure

Services	Order Term (months)	Annual Unit Price	Quantity	Total Price (VAT excluded)
Headspace for Work	This text has been redacted under the exemptions set out by the Freedom of Information Act.	This text has been redacted under the exemptions set out by the Freedom of Information Act.	This text has been redacted under the exemptions set out by the Freedom of Information Act.	This text has been redacted under the exemptions set out by the Freedom of Information Act.

The Fee Structure outlined above provides Customer with access to the additional service offerings (“Service Offerings”) outlined in Schedule 1 to this Statement of Work. For purposes of clarification, Customer shall have access to the Service Offerings for one year from the Service Start Date outlined above.

IMPLEMENTATION	
Launch timeline	■
Headspace for Work platform	■
Enrollment locations	■
Additional enrollment locations	■
LAUNCH	
Pre-launch consultation	■
Digital launch kit	■
Launch webinar (30 mins)	■
Train the Trainer webinar (30 mins)	■
On-site launch presentation (45-60 mins inc. Q&A)	■
Wellbeing survey: pre+post launch	■
IMMERSION	
Headspace member newsletter	■
Headspace admin newsletter	■
Swag	■
On-site meditation session (30 mins)	■
Themed Webinars (30 mins)	■
SUCCESS & MEASUREMENT	
Customer Success resource	■
Check-in calls	■
Executive Business Reviews	■
Engagement Reporting	■
Dedicated technical support	■
Custom reporting	■

2. Other Terms & Conditions

At the end of a Service Term, the Service Term will automatically renew for an additional Service Term of the same length as the current agreement, unless either party gives the other written notice of non-renewal at least sixty (60) days before the end of the current Service Term. At each successive renewal term, the monthly/unit price stated above will increase by no more than 5% above the current stated rate.

Headspace Inc.

Customer:

Signature

Printed Name : This text has been redacted under the exemptions set out by the Freedom of Information Act.

Title: This text has been redacted under the exemptions set out by the Freedom of Information Act.

Date: 16TH December 2020

Signature: (Authorised to sign for and on behalf of the Secretary of State of Education)

Printed Name : This text has been redacted under the exemptions set out by the Freedom of Information Act.

Title: This text has been redacted under the exemptions set out by the Freedom of Information Act.

Date: 16TH December 2020