Headspace Order Form

Address Information

Bill to:

Shared Services Connected Limited, PO Box 790, Phoenix House, Celtic Springs Business Park,

Newport, Gwent NP10 8FZ

United Kingdom of Great Britain and Northern Ireland

Billing Company Name: DEFRA group



Terms and Conditions

Service Start Date: 04/01/2021

Service End Date: 03/31/2022

Payment Terms: Net 30

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form? (Customer to complete) No Yes - Please complete below PO Number:

1. Fee Structure

Services	Order Term (months)	Total Price/Unit	Quantity	Total Price
PEPY	12	£3.00 GBP	25000	£75,000.00 GBP

The Fee Structure outlined above provides Customer with access to the additional service offerings ("Service Offerings") outlined in this Order Form. 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	4 wks / 6 wks with Eligibility Files	
Headspace for Work platform	Included	
Enrollment locations (e.g. offices)	Up to 3	
Additional enrollment locations (e.g. offices)	Available as add-on	
LAUNCH		

Pre-launch consultation	Included with bespoke launch plan, with PSM	
Digital launch kit	Customised (url, logo, QR)	
On-site Event for Launch (dependent on COVID-19 travel restrictions)	Live webinar & option to customise x 1 included	
Launch webinar	Up to 2	
Building a Mindful Community Webinar	Live webinar & option to customise x 1 included	
Wellbeing survey	Included	
IMMERSION		
Headspace member newsletter	Monthly	
Headspace admin newsletter	Monthly	
Webinar Speaker Series	Quarterly	
Access to Community platform	3 seats	
SUCCESS & MEASUR	EMENT	
Dedicated Partner Success resource	Yes	
Check-in calls	Monthly	
Executive Business Reviews	Quarterly	
Engagement Reporting	Weekly	
Dedicated technical support	Yes	
Custom reporting	1	

2. Other Terms & Conditions

For purposes of this Order Form, Authorised Users may be employees or contractors of Customer and employees or contractors of the following: Animal and Plant Health Agency (APHA), Veterinary Medicines Directorate (VMD), Rural Payments Agency (RPA), Centre for Environment, Fisheries and Aquaculture Science (CEFAS), Joint Nature Conservation Committee (JNCC), Marine Management Organisation (MMO), Forestry Commission, Natural England, Environment Agency (EA), Office for Environmental Protection (OEP) and Royal Botanic Gardens, Kew

This Order Form shall be governed by the Headspace <u>Master Services Agreement</u>. Check here to indicate you have read and agree to the terms set forth in the Headspace <u>Master Services Agreement</u>.

Customer shall reserve the right to request additional licenses beyond the Quantity listed above without any increase to the Total Price, subject to the following limitation: in the event that Customer seeks to increase the Quantity listed above by seven percent (7%) or greater, Headspace reserves the right to increase Total Price to reflect any such increase in Quantity. For purposes of clarification, Customer shall be obligated to notify Headspace in the event of any such Quantity increase.

In the event of any such increase, Headspace shall provide Customer with a separate Order Form and invoice detailing the additional purchase(s).

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 forty five (45) days before the end of the current Service Term.

At each successive renewal term, the monthly/unit price outlined above may increase by no more than 5%, subject to complete discretion of Headspace.

3. Additional Services

Additionally, Headspace grants Customer up to 5 credits (each a "Service Credit") to be used towards the Services Menu outlined below. Service Credits shall remain available for redemption for one year from the Service Start Date outlined above and shall automatically expire upon the Service End Date.

Service Credits may only be redeemed against the Services Menu outlined below; in no circumstance may Customer utilise Service Credits for the purchase or redemption of additional subscription licenses.

Engagement Event*	Service Credits
Additional Launch webinar	1
Additional "Building a Mindful Community" webinar	2
Themed Webinar	2
Launch presentation (45-60 minutes including Q&A) (On-site)	3**
Team all-hands/Company Meeting (Webinar)	1
Virtual Meditation session (30 minutes)	1

Services Menu

Meditation session (On-site)	2**
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*All Engagement Events must be scheduled at least two weeks prior to the desired Engagement Event date; Partner Success Representative shall confirm scheduling via email.

*Cancellations must be made in writing to Headspace no fewer than ten (10) working days' days prior to Engagement Event date.

*Scheduling is subject to Headspace Engagement Manager availability.

*Content of webinars is subject to change/Headspace discretion.

**In addition to Service Credits required for Event, Customer shall be responsible for the full cost of T&E required from Headspace.

Travel and Expense Policy

Additional Travel and Expense (T&E) costs will be required with Services and support for any requested events located 100 miles or more from the Headspace office in which the presenter(s) reside, the costs of which shall be the sole responsibility of Customer. Headspace shall invoice Customer for any such additional costs, which must be paid within thirty (30) days of receipt.

Any changes to scheduled Engagement Events will require ten (10) working days' notice. Changes will be rescheduled to the first available free time/date of your local Partner Success Manager or Engagement Manager and subject ultimately to Headspace's discretion, which may not align with the Customer's first choice date. For requested changes and cancellations, please contact your Headspace Partner Success Manager (PSM) via email.

Any changes or cancellations to on-site Engagement Events requiring travel will require at least ten (10) working days' notice. Changes and cancellations may be rescheduled to the first available time/date of your local Customer Success or Engagement Manager, which may not align with the Customer's first choice date.

Any costs incurred due to changes or cancellations will be billed to the Customer, and any already paid-for and non-refundable expenses related to the changed or cancelled event shall not be reimbursed to the Customer. Any refundable expenses shall be applied by Headspace to the rescheduled travel, where possible.

Any requested changes or cancellations to virtual Engagement Events shall require at least five (5) working days' notice. Changes and cancellations will be rescheduled to the first available free time/date of your local Customer Success or Engagement Manager, which might not align with the Customer's first choice date.

Headspace	<u>Çustomer</u>
Printed Name	Printed Name
Sales Financial Analyst	Senior Category Officer
Title	Title
Apr 23, 2021	Apr 23, 2021
Date	Date

Defra g Final Audit Report	roup x Headspace Order form 2021 2021-04-23
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