



250 Royall Street  
Suite 210W  
Canton, Massachusetts 02021

**STUDENT SUPPORT SERVICES  
AGREEMENT  
ORDER FORM (USA)**

Institution Order No.:
Initial Term: 36 months
Territory: United States
Currency: \$/USD

Institution Information				
Institution Legal Name and related details (entity type, organizational jurisdiction, registration number etc.)				
Texas A&M University System				
Institution Service Contact	Phone No. (required)	e-mail (required)		
Michele Skinner	979-458-6034	michele.skinner@tamus.edu		
Institution BILLING Address (please insert full and complete mailing address including applicable postal codes and county) (required)				
301 Tarrow RM 345 College Station, TX 77840 Email invoices to systemvouchers@tamus.edu				
Institution NOTICE Address – if different from billing address above (please insert full and complete mailing address including applicable postal codes and county) (optional)				
301 Tarrow RM 270 College Station, TX 77840				
Eligible Affiliates (optional): Texas A&M University; Prairie View A&M University, Texas A&M University – Commerce; Tarleton State University; West Texas A&M University; Texas A&M University – Kingsville; Texas A&M University – Corpus Christi; Texas A&M International University; Texas A&M University – Texarkana; Texas A&M University – Central Texas; Texas A&M University San Antonio.				
Standard Service Package (check applicable)	Invoice Frequency	Data Shared With Institution	Unit Price	Student Population
<input type="checkbox"/> 24/7 Phone Support <input type="checkbox"/> Essential <input checked="" type="checkbox"/> Total Care + Community	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Annually	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$7.10 per student per year	157,916 (no. of current students)
Ancillary Services		Fees		
<input type="checkbox"/> Virtual Psychiatry		Fee for service model - \$185/appointment (200 appointments = \$37,000)		
<input type="checkbox"/> Critical Incident Support Services		Fee for service model, quote can be provided upon request		
<input type="checkbox"/> Campus Learning Solutions		Fee for service model, quote can be provided upon request		
Effective Date		Total Estimated Annual Contract Value (not including FFS Offerings)		
January 1st, 2024		\$1,121,203.60 per year		

All prices on this Order Form are exclusive of all Taxes

This Agreement to sponsor student support services for the Institution's Eligible Users is being entered into between the Institution described above and the TELUS Health entity identified in the signature block below and consists of this Order Form, the Standard Terms & Conditions Schedule attached hereto as Schedule A, and any schedules, exhibits, attachments, annexes or appendices attached hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the Effective Date written above.

TELUS HEALTH (US) LTD.

DocuSigned by:  
Per: Stacey Blackmon  
89B349B5B5CA44E...  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

I have the authority to bind TELUS Health

DocuSigned by:  
The Texas A&M University System

Per: [Signature]  
BECDCB89EA78479...  
Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I have the authority to bind the Institution

## SCHEDULE A – STANDARD TERMS & CONDITIONS (USA)

In this Agreement the TELUS Health entity identified on the Order Form is referred to as “TELUS Health” and the Institution identified on the Order Form is referred to as the “Institution.” Each party may also be referred to as a “Party” or collectively as the “Parties”.

### Section 1. Defined Terms.

Term	Definition
<b>Affiliate</b>	With respect to any Party, an Affiliate means any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, that Party.
<b>Agreement</b>	The Order Form, these Standard Terms & Conditions, and any other schedules or addendums attached hereto.
<b>Ancillary Services</b>	Those Services agreed between the Parties which are not included in the Fees as reflected on the Order Form; these services may be offered on a fee for service (“FFS”) basis where available.
<b>App</b>	The TELUS Health Student Support mobile application available for download from third party mobile application stores or from the Website. The App may also be known as the “Platform.”
<b>Business Day</b>	a day other than a Saturday, Sunday or federal holiday in the United States when banks in Chicago, Illinois, are open for business.
<b>Effective Date</b>	The effective date set out on the Order Form.
<b>Eligible User Documentation</b>	The ‘Terms of Use’, as amended from time to time, available on the Website or through the App.
<b>Eligible Users</b>	A student of the Institution who has the primary direct relationship with the Institution. The Institution is ultimately responsible for determining who is an Eligible User. Institution will not be providing TELUS Health with a list of Eligible Users. In addition, Institution will not provide confirmation to TELUS Health that the individuals who receive or received Services are Eligible Users unless permitted by Applicable Law (as defined herein).

<b>Force Majeure Event</b>	Any (i) act of God, fire, casualty, flood, hurricanes, earthquakes or other natural disasters, (ii) war, riots, terrorism, insurrection, hostilities (whether declared or not) or acts of foreign enemies, (iii) failure of public utilities, loss of electrical or other power or telecommunications equipment not attributable to a Party’s negligence, or destruction of production facilities (iv) pandemic, epidemic or other public health emergency, (v) act, exercise, assertion or requirement of any Governmental and Regulatory Authority, or (vi) any other similar cause as those listed herein that are beyond the reasonable control of a Party and which by the reasonable due diligence, such party is unable to overcome.
<b>Initial Term</b>	The initial term set out on Order Form.
<b>Intellectual Property</b>	All patent rights, moral rights, copyrights, software code, source code, know-how, applications, tools, digital content, service marks, trademarks, registered and unregistered designs, rights in databases, trade secrets and other intellectual property.
<b>Minimum Quantity</b>	The Student Population set out on the Order Form
<b>Personal Information</b>	Information about an identifiable individual which is protected by any applicable privacy or data protection law, statute, or regulation applicable to such individual in their jurisdiction
<b>Services</b>	The mental health services described in more detail in Schedule B (Services) attached hereto, together with any Ancillary Services described in Schedule B that the Institution has selected on the Order Form.
<b>Unit Price</b>	The unit price for Services set out on the Order Form.
<b>Website</b>	The website at which the Services may be accessed and all subdomains thereof as well as any other future domains through with TELUS Health makes the Services available. As of the Effective Date, the website is <a href="https://myssp.app">https://myssp.app</a>

### Section 2. Services.

**2.1. Performance of Services.** TELUS Health shall be responsible for providing the Services specified on the Order Form to Institution’s Eligible Users. The Services are described in more detail in Schedule B (Services) attached to the Agreement. TELUS Health may, in TELUS Health’s sole discretion, subcontract any of the Services to TELUS Health’s Affiliates or to TELUS Health’s network of local affiliate mental

health providers (as independent contractors). As between Institution and TELUS Health, TELUS Health shall be responsible for the Services performed by any such third parties as if TELUS Health performed those Services subject to the terms and conditions set out in this Agreement.

**2.2. Minimum Age of Eligible Users; Valid Legal Consent Requirement.** Except as otherwise restricted or required by locally Applicable Law (as defined herein), Eligible Users must be legally eligible to independently use the Services and must otherwise legally be able to independently accept and comply with the eligibility requirements set forth in the Eligible User Documentation to access the Services. If Eligible Users are not legally eligible to independently use the Services, such Eligible Users may only use or access the Services with the consent of a parent or other legal guardian capable of providing legally acceptable consent.

**2.3. Population Updates.** The Institution shall provide TELUS Health with a report updating its population no later than the fifth (5<sup>th</sup>) day following each anniversary of the Effective Date of this Agreement. In at any point during the Term of this Agreement the population of Eligible Users increases by greater than 10%, the Institution shall promptly notify TELUS Health of such increase. The Institution agrees that, except as otherwise agreed by the Parties, it shall not be permitted to reduce its population of Eligible Users by greater than 5% in any three-month period.

**2.4. Sharing of Data with Institution.** In the event the Institution elects to receive any of the Personal Information collected by TELUS Health in its delivery of the Services, either directly or indirectly through a third party technology service provider, relating to Eligible Users that have accessed the Services with the Institution the Institution acknowledges that TELUS Health will only share such information with the Institution where the Eligible User has explicitly consented to their information being provided to the Institution. The Institution agrees that it shall maintain, and shall ensure that any of its third party technology service providers maintain, the confidentiality of all such information it receives from TELUS Health and handle such information in accordance with all data privacy and information-security related laws, rules, and regulations applicable to the Personal Information ("Data Privacy Laws"). The Institution further agrees that it will not, and will ensure that any third party technology service providers that are receiving Personal Information will not, use or disclose such information except in accordance with Data Privacy Laws. This restriction will not apply to any information that the Institution is required by law to disclose. The Institution agrees to comply with Data Privacy Laws in handling any Personal Information it receives as part of any data sharing initiatives under this Agreement.

To the extent allowed by Texas law and the Constitution, and subject to the statutory obligations of the Texas Attorney General, the Institution shall defend, indemnify and save TELUS Health, its affiliates and agents, harmless from and against any third party claim, investigation, liability and expense (each a "Claim") of any kind that arises in connection with its breach of this Section 2.34, as well as any losses that arise from the actions of its third party technology service providers, except to the extent finally judicially determined to have resulted primarily from the gross negligence, willful misconduct or fraud of TELUS Health. Without limitation, the Institution will pay any costs, damages or award of settlement, including reasonable legal fees and expenses, arising out of such Claim. TELUS Health

agrees to give the Institution prompt notice of any such Claim and shall, to the extent not adversely impacted and at the Institution's expense, cooperate fully with the Institution in the defense and settlement thereof. This indemnity shall survive the termination of this Agreement.

**2.5. Using Services; Affiliates.** The Services may be accessed only by Eligible Users. Eligible Users of Institution's Affiliates may use the Services only if authorized by Institution (for example, by identifying Institution's Affiliates to TELUS Health). If the Services are used by Eligible Users of any of Institution's permitted Affiliates then each such Affiliate shall be deemed to be bound by this Agreement. In order for Institution's Affiliates to be eligible to provide the Services to their Eligible Users pursuant to this Agreement Institution must identify them on the Order Form. Notwithstanding the foregoing, this Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

At the conclusion of the Initial Term, an Affiliate of the Institution may execute their own order form on terms and condition materially consistent with those contained in this Agreement.

**2.6. User Documentation.** Institution's Eligible Users will each be required to create an account on the App or Website and consent to the Eligible User Documentation to access the Services. Notwithstanding anything to the contrary in this Agreement, and subject to Applicable Law, TELUS Health reserves the right to modify or amend the Eligible User Documentation at any time.

**2.7. Nature of TELUS Health's Relationship with Institution's Eligible Users.** Due to the sensitive nature of the Services TELUS Health provides, Institution acknowledges that TELUS Health has the right to communicate directly and privately with Eligible Users as necessary to provide the Services to Eligible Users. The relationship between Institution's Eligible Users and TELUS Health will remain confidential in the absence of an Eligible User's consent to release information about the Eligible User and except as otherwise set out herein, TELUS Health shall be under no obligation to disclose any Personal Information TELUS Health possesses about Institution's Eligible Users to Institution, even if that information might be beneficial to Institution.

**2.8. Changes to Services, Supplemental Services; Amendments.** TELUS Health reserves the right to make upgrades and non-material changes to the Services (including, but not limited to, delivery protocols), or to other aspects of the Services that affect TELUS Health's customers generally and that are reasonable and necessary to TELUS Health's business operations; *provided, however*, that if a change is made to Institution's Services that Institution reasonably and in good faith determines to substantially degrade the value of the Services Institution contracted for under this Agreement, then Institution may terminate this Agreement as if TELUS Health had materially breached this Agreement pursuant to the procedures set forth in [Section 5.2\(b\)](#) of these Standard Terms & Conditions. TELUS Health shall have the opportunity to cure TELUS Health's deemed breach or show that the changes TELUS Health made did not substantially degrade the value of the Services Institution contracted for under this Agreement. Notwithstanding the

foregoing, the Parties may enter into amendments, addendums or other modifications at any time provided that such modification is set forth in writing signed by both Parties.

### Section 3. Eligible Users' Access to the Services.

**3.1. Consent to Services.** Institution's Eligible Users will request access to the Services by telephone or through an alternative modality (such as chat or video) offered on the Website or the App if available in Institution's jurisdiction. Before receiving any Services (including when calling into TELUS Health's call centers to request Services), Eligible Users will receive information about their privacy rights and shall be required to consent to terms and conditions applicable to TELUS Health's Services prior to being able to access the Services. Services may be provided through in-person support sessions, a referral to a community-based resource, or through telephonic or video-based services, in all cases subject to what is available locally under Institution's service plan.

**3.2. Unauthorized Access to Institution's Services.** Institution shall use reasonable efforts to prevent unauthorized persons from accessing or using the Services and Institution must notify TELUS Health promptly if Institution becomes aware of any unauthorized access to or use of the Services; *provided, however,* that this paragraph does not limit TELUS Health's responsibility to maintain and enforce the security features TELUS Health uses to prevent unauthorized persons from accessing or using the Services.

### Section 4. Fees; Taxes.

**4.1. Calculation of Fees.** Institution shall pay the fees equal to the Unit Price per Eligible User indicated on the Order Form, multiplied by the Minimum Quantity of Eligible Users (the "**Fees**"). Fees do not include any applicable Federal, Provincial, State or jurisdictional taxes or levies, or any other sales tax, VAT, or GST, as applicable. As an agency of the state of Texas, Institution is tax exempt. Tax exemption certification will be furnished to TELUS Health upon request. The Parties acknowledge and agree that the fees set out on the Order Form are an estimate and that the actual Fees may vary according to the Institution's population of Eligible Users.

**4.2. Incurring Fees.** Institution shall not begin to incur Fees until the earlier of (a) the first day TELUS Health actually begins to perform Services for Eligible Users, or (b) the first day of the calendar month immediately following the date on which TELUS Health has completed all of TELUS Health's implementation or onboarding activities, even if Institution has not communicated that the Services are available to Institution's Eligible Users.

**4.3. Invoicing:** The Fees will be invoiced *in advance* on the frequency identified on the Order Form and will be calculated based on the number of Eligible Users as of the Effective Date and shall reflect timely updates to Eligible Users. TELUS Health reserves the right to invoice the Institution less frequently if Institution's estimated periodic invoice amount is below 1,000 per month or 4,000 per quarter in the specified Currency. Any Ancillary Services will be invoiced and payable monthly *in arrears* unless otherwise agreed.

**4.4. Pricing Adjustments.** Except as set forth in Section 4.5, if TELUS Health wants to adjust the Unit Price or any fee-for-service rate ("**Pricing Adjustment**"), TELUS Health may do so by notifying Institution at the email address set forth on the Order Form. The Pricing Adjustment will become effective upon

Institution submitting written notice of acceptance to TELUS Health.

**4.5. Inflation Adjustments.** Notwithstanding anything to the contrary in Section 4.4 the Fees will be subject to an annual increase on each anniversary of the Effective Date based on the greater of **2.0%** or the rise in the annual wage as reflected in the National Average Wage Index (NAWI) issued by the United States Social Security Administration.

**4.6. Payments.** Institution must pay TELUS Health all Fees plus applicable taxes and expenses, in the currency specified on the Order Form. In accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251, payment of undisputed amounts will be due and payable within thirty (30) days from receipt of invoice. Upon resolution of any disputed charges, TELUS Health shall invoice such remaining charges to Institution. Payment of the revised charges shall be payable within thirty (30) days of receipt of the revised invoice. . Institution shall pay all invoices via pre-authorized debit (PAD), recurring credit card (PAP) payments or Direct Debit. Payment will be processed on the invoice due date or the first Business Day following the invoice due date if the due date is on a weekend or a holiday. Institution shall complete all documentation requested by TELUS Health to set up the payment method concurrently with the execution of this Agreement.

**4.7. Overdue Payments.** All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code (the "**Texas Prompt Payment Act**"). Payment will be deemed to be made on the date that Institution's payment is credited to TELUS Health's designated bank account.

**4.8. Taxes Applicable to Eligible Users.** All Fees and any other costs indicated in this Agreement are net of (i.e. do not include) any and all applicable Federal, Provincial, State or other jurisdictional taxes or levies applicable to the Institution. Notwithstanding the foregoing, TELUS Health acknowledges that it shall remain responsible for all income taxes it incurs as a result of its provision of the Services hereunder.

### Section 5. Term and Termination.

**5.1. Initial Term; Automatic Renewal.** This Agreement will be effective when signed by both Parties and shall continue until the end of the Initial Term identified on the Order Form. The Agreement may be renewed for up to four (4) additional one (1) year terms (each, a "**Renewal Term**", and collectively with the Initial Term, the "**Term**") upon mutual written agreement signed by authorized representatives of both Parties.

**5.2. Termination.** Notwithstanding Section 5.1 above:

(a) To the extent consistent with the Texas Prompt Pay Act, TELUS Health may terminate this Agreement at any time if Institution fails to pay Fees when due and for thirty (30) days thereafter (other than Fees being disputed in good faith by Institution).

(b) Either Party may terminate this Agreement immediately upon written notice if a material breach remains uncured by the breaching Party for more than 30 days after the breaching Party's receipt of a notice from the non-breaching Party describing the breach with reasonable specificity.



(c) After the Initial Term, each Party shall have the right to terminate this Agreement by giving at least ninety (90) days prior written notice of termination to the other Party.

(d) This Agreement shall automatically terminate, without notice: (i) upon the institution by or against either Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of either Party's debts; (ii) upon either Party making an assignment for the benefit of creditors; or (iii) upon either Party's dissolution or ceasing to do business; or (iv) loss or suspension by either Party of any federal, state, or local license, permit, or governmental approval required for such Party to conduct its business in accordance with applicable law or to perform its obligations under the terms of this Agreement.

**5.3. Effect of Termination or Expiration; Unfinished Counseling Sessions; Closing Accounts.** Upon the expiration or termination of this Agreement:

(a) To the extent consistent with the Texas Prompt Payment Act, Institution shall pay all outstanding Fees within thirty (30) days after the date of such expiration or termination *provided that* Institution shall be entitled to a pro-rata refund of any pre-paid Fees in the event that (i) Institution terminates this Agreement for cause in accordance with Section 5.2(b) hereof or (ii) TELUS Health terminates this Agreement for convenience in accordance with Section 5.2(c) hereof; and

(b) TELUS Health shall cease to provide Services on such expiration or termination date except that Eligible Users who have not completed their course of support sessions (which began before such expiration or termination date), shall be able to complete any planned course of support sessions under this Agreement.

## **Section 6. Confidentiality and Data Privacy.**

**6.1. Confidentiality.** Neither Party shall use or disclose confidential information of the other Party except as required in accordance with such Party's obligations under this Agreement. The terms and conditions of this Agreement (including pricing provisions) shall be kept confidential at all times, except as noted below. Any Party receiving confidential information under this Agreement (the "**Receiving Party**") shall use the same degree of care as it uses to protect its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the confidential information of the Party that has disclosed such confidential information (the "**Disclosing Party**"). The foregoing obligations shall not apply to any information that: (i) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the Receiving Party; (ii) is subsequently disclosed to the Receiving Party by a third party that does not impose an obligation of confidentiality on the Receiving Party; (iii) was known to the Receiving Party at the time of disclosure as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iv) was generated independently by the Receiving Party; or (v) is required or permitted to be disclosed by law, subpoena or other legal process. In the absence of a separate written agreement, TELUS Health may share Institution's confidential information with TELUS Health's third-party subcontractors or vendors who are bound by obligations of confidentiality to TELUS Health at least as stringent as those in this Agreement, but only to the extent reasonably necessary for TELUS Health to perform TELUS Health's obligations under this Agreement.

**6.2. Data Privacy.** Both Parties agree to comply with Data Privacy Law and all applicable federal, state, and local laws, rules, and regulations applicable to the Personal Information and their performance under this Agreement (collectively "Applicable Law"). Where applicable the Parties may be required by Applicable Law to enter into a data protection agreement. TELUS Health's standard agreements will be separately provided to Institution and, if executed, shall be incorporated into this Agreement as if set forth herein.

**6.3. Receipt and Use of Personal Information.** TELUS Health does not expect, need, or desire to receive, and Institution shall not disclose, any Personal Information about Institution's Eligible Users to TELUS Health. Instead, TELUS Health expects to collect such information (if at all) directly from the Eligible Users who use the Services. Institution acknowledges that TELUS Health may use, process, transfer, or disclose Eligible Users' Personal Information to TELUS Health's subcontractors and vendors to the extent TELUS Health is authorized to do so by the consents Eligible Users provide to TELUS Health, including without limitation pursuant to the Eligible User Documentation, but only to the extent reasonably necessary for TELUS Health to perform its obligations under this Agreement.

**6.4. Injunctive Relief.** Each Receiving Party agrees that any breach by it or by any of its agents, representatives or employees of the provisions hereof may cause irreparable harm to the Disclosing Party and that actual damages may be difficult to ascertain and, in any event, may be inadequate. Accordingly, in the event of such breach, the Disclosing Party shall be entitled to seek temporary and/or permanent injunctive relief against the Receiving Party and/or its agents, representatives, and employees (in addition to such other legal or equitable remedies as may be available), without the necessity of proving irreparable harm or actual damage to the Disclosing Party. TELUS Health acknowledges that Institution, as an agency of the state of Texas, accepts this provision to the extent permitted by the Constitution and the laws of the state of Texas.

## **Section 7. Intellectual Property.**

**7.1. Ownership.** Each Party owns all Intellectual Property it owned prior to the Effective Date, including without limitation, its Marks (as defined below) and that which it creates in the performance of its obligations under this Agreement. As between the Parties and vis à vis any third party, TELUS Health is and shall remain the sole and exclusive owner of all Intellectual Property in any materials TELUS Health prepares for Institution in order for TELUS Health to advertise TELUS Health's services to Institution's Eligible Users (together with any related goodwill, whether owned by TELUS Health or licensed to TELUS Health, on the Effective Date or acquired thereafter); *provided, however*, that Institution shall remain the sole owner of any Intellectual Property Institution provides to TELUS Health to customize the Platform for Institution's Eligible Users or to create any such advertising materials for Institution's Eligible Users. For clarity, any aggregate reports TELUS Health delivers to Institution as part of the Services (but not the underlying data) shall become Institution's materials upon delivery. Institution will not (and Institution's Eligible Users will not) acquire any ownership of, or other rights in relation to, any of TELUS Health's Intellectual Property by using or receiving any Services. Upon the expiration or termination of this Agreement each Party shall promptly return to the other Party,

any Intellectual Property of the other Party in its possession or control.

**7.2. License.** TELUS Health hereby grants to Institution and Institution's Eligible Users, starting on the Effective Date and continuing throughout the Term, a non-exclusive, non-transferable license to access and use TELUS Health's materials, software, technology, documentation and other Intellectual Property as may be required to receive and use the Services for the duration of this Agreement, including without limitation, the App and Website. TELUS Health's license grant is subject to the following conditions:

(a) Institution shall not assign, transfer, sublicense, charge or otherwise deal in, encumber, or make available to any third party the Services, the Platform, or any of TELUS Health's other Intellectual Property, and any attempt to do so shall be null and void and shall constitute Institution's material breach of this Agreement; and

(b) Institution shall not (and shall not attempt to) modify, merge, copy, disseminate, display, disassemble, reverse engineer, tamper with, or otherwise attempt to decrypt or derive any source code, digital content, trade secrets or proprietary information included in TELUS Health's Platform or use the Services to create any websites or mobile applications similar to TELUS Health's Platform.

**7.3. Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.

## **Section 8. Warranties; Disclaimers.**

**8.1. By TELUS Health.** TELUS Health warrants to Institution that: (i) TELUS Health shall perform the Services in a professional and workmanlike manner in accordance with this Agreement; (ii) TELUS Health's Intellectual Property does not now, and shall not during the Term, infringe on the rights of any third-party; (iii) TELUS Health has the requisite authority to enter into this Agreement and is lawfully entitled to supply the Services to Institution and Institution's Eligible Users; (iv) TELUS Health will use reasonable skill and care to perform the Services in accordance with industry practice; (v) TELUS Health will comply with all Applicable Law relating to TELUS Health's provision of the Services; (vi) TELUS Health shall maintain amounts and types of insurance coverage appropriate to similarly situated businesses in TELUS Health's industry and Institution may request from TELUS Health, and TELUS Health shall provide, a certificate of insurance from TELUS Health's insurers no more frequently than once per year; and (vii) the Services, including without limitation, the App and Website, will perform substantially in accordance with the accompanying written materials provided by TELUS Health that relate to the operation and use of the Services, including without limitation, TELUS Health's user manuals or guides or technical manuals or documentation.

**8.2. By Institution.** Institution warrants to TELUS Health that: (i) Institution has all the requisite authority to enter into this Agreement and is lawfully entitled to enter into this Agreement;

(ii) Institution is solely responsible for the accuracy and completeness of all information Institution provides to TELUS Health pursuant to this Agreement; (iii) Institution will comply with the limitations, restrictions and obligations as set out in this Agreement; and (iv) Institution will provide all reasonable cooperation to TELUS Health in the performance of this Agreement.

**8.3. Exclusions.** The warranties provided in this Agreement comprise all the warranties made with respect to the Services pursuant to this Agreement. Any other representations, warranties, conditions or other terms, whether express or implied and including, without limitation, implied warranties, conditions and other terms of merchantability, satisfactory quality or fitness for a particular purpose, are expressly excluded to the extent permitted by law. Without limiting the foregoing, TELUS Health does not warrant that, to the extent the Services require computers, computer software, mobile devices, mobile network technology or other third-party hardware, software, or technology, the provision of those Services will be entirely error free or will run uninterrupted.

**Section 9. Limitation of Liability.** TELUS Health's liability (including the liability of any of TELUS Health's Affiliates), if any, to any person, arising out of or in any way related to this Agreement or the performance of TELUS Health's duties and obligations hereunder, shall for all purposes in total be limited to direct damages in an amount not to exceed the greater of (i) \$550,000, or (ii) an amount equivalent to twelve (12) months of Fees paid or payable by Institution in the period prior to the event giving rise to the claim. In no event shall TELUS Health have any liability at any time for any loss of profits, loss of business revenue, failure to realize expected savings, or for any indirect, special, or consequential damages, even if advised of the possibility of such damages. The above limitation will not apply to (1) TELUS Health's obligations to indemnify Institution under this Agreement and (2) any damages or losses incurred by Institution arising from TELUS Health's gross negligence or willful misconduct. The limitation of liability under this Section (1) (indemnification) and (2) (gross negligence or willful misconduct) shall be limited to direct damages in an amount not to exceed the greater of (i) \$1,650,000, or (ii) an amount equivalent to thirty-six (36) months of Fees paid or payable by Institution in the period prior to the event giving rise to the claim. In no event shall TELUS Health have any liability at any time for any loss of profits, loss of business revenue, failure to realize expected savings, or for any indirect, special, or consequential damages, even if advised of the possibility of such damages.

**Section 10. Notices.** All notices given under this Agreement shall be in writing and shall be sent to the Parties at the address set forth on the Order Form, attention to their respective Legal Departments. Each such notice, request or communication shall be effective upon receipt or if not received on a Business Day, on the next succeeding Business Day.

**Section 11. Paramountcy.** In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any other addendum, schedule or other document executed by the Parties with respect to the provision of the Services, then, notwithstanding anything contained in such other addendum, schedule or other document, the provisions contained in the Order Form and this Schedule A shall prevail to the extent of such conflict or inconsistency and the provisions of

such other document shall be deemed to be amended to the extent necessary to eliminate such conflict or inconsistency, it being understood that the purpose of the other document is to add to, and not detract from, the rights granted to the Parties hereunder.

**Section 12. Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the Constitution and the laws of the State of Texas. Pursuant to Section 85.18(b), *Texas Education Code*, mandatory venue for all legal proceedings against Institution is to be in the county in which the principal office of Institution's governing officer is located.

**Section 13. Force Majeure.** If either party to this Agreement (the "**Non-Performing Party**") is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any Force Majeure Event, and if the Non-Performing Party has used commercially reasonable efforts to avoid the impact of the applicable Force Majeure Event and minimize its duration, then the Non-Performing Party's failure to perform its obligations will be excused and will not give rise to any liability for losses or other damages, and the time for performance of such obligations will be extended for the period of delay or inability to perform due to such Force Majeure Event. In order to be excused from its obligations as a result of a Force Majeure Event, the Non-Performing Party shall be required to (i) promptly notify the other party of the circumstances creating the failure or delay to meet its obligations, and (ii) for so long as it is continuing to excuse its obligations under the Agreement, use commercially reasonable efforts to re-commence performance of its obligations as soon as reasonably possible. Any payment obligations of either party hereunder shall not be excused as the result of any Force Majeure Event provided that the banking systems used by the Parties in the ordinary course of business are functioning normally notwithstanding the Force Majeure Event.

**Section 14. Waiver.** No delay or indulgence by either Party at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, shall be construed as a waiver of such provision or right, nor shall it prejudice or restrict the rights of that Party. A waiver of its rights shall not operate as a waiver of any subsequent breach. No right, power or remedy conferred upon or reserved for either Party is exclusive of any other right, power or remedy available to that Party and the rights, powers and remedies shall be cumulative.

**Section 15. English Language.** The Parties have expressly requested that this Agreement be drawn up in the English language.

**Section 16. Severability.** Any provision of this Agreement, which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**Section 17. Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings regarding the subject matter hereof, whether written or verbal and each of the Parties acknowledges that it has not been induced to enter into this Agreement by reason of any other representation made by or on

behalf of the other Party. Nothing in the preceding sentence shall limit or exclude any liability for fraud or fraudulent misrepresentation. Any amendment to this Agreement must be in writing and signed by authorized representatives of both Parties.

**Section 18. Survival.** Terms which by their nature survive expiration or termination of this Agreement shall survive, including but not limited to Section 2.7 (Nature of TELUS Health's Relationship With Institution's Eligible Users), Section 3 (Eligible Users' Use of the Services), Section 4 (Fees; Taxes), Section 5.3 (Effect of Termination or Expiration; Unfinished Counseling Sessions; Closing Accounts), Section 6 (Confidentiality and Data Privacy), Section 7 (Intellectual Property), Section 9 (Limitation of Liability), Section 11 12 (Governing Law), Section 14 (Waiver), Section 16 (Severability), and Section 19 (Assignment).

**Section 19. Assignment.** This Agreement shall be binding upon both Parties and their respective, successors and permitted assigns. Neither party may assign or transfer this Agreement to any third-party; *provided, however*, that TELUS Health may assign (including an assignment by operation of law), transfer or delegate any of TELUS Health's rights or obligations to any of TELUS Health's Affiliates or any successor in interest to all or substantially all of the assets or business of any TELUS Health line of business, without Institution's consent, in which case, such Affiliate or successor in interest shall be bound by and entitled to the benefit of the terms, conditions and obligations of this Agreement.

**Section 20. Electronic Signatures; Counterparts.** Signatures may be provided in digital form (such as DocuSign™) or transmitted by electronic means (such as via email confirmation, .PDF or facsimile). This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

**Section 21. State Required Provisions.**  
**Representations and Warranties By TELUS Health.** If TELUS Health is a business entity, TELUS Health warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of TELUS Health has been duly authorized to act for and bind TELUS Health.

**Child Support.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an Agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following



statement: "Under Section 231.006, *Texas Family Code*, the contractor or applicant certifies that the individual or business entity named in this Agreement, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate."

**Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, *Texas Government Code*, TELUS Health agrees that any payments owing to TELUS Health under this Agreement may be applied directly toward certain debts or delinquencies that TELUS Health owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

**Loss of Funding.** Performance by Institution under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "**Legislature**"). If the Legislature fails to appropriate or allot the necessary funds, then Institution will issue written notice to TELUS Health and Institution may terminate this Agreement without further duty or obligation hereunder. TELUS Health acknowledges that appropriation of funds is beyond the control of Institution.

**State Auditor's Office.** TELUS Health understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "**Auditor**"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. TELUS Health agrees to cooperate with the Auditor in the conduct of the audit or investigation, including, subject to obligations of confidentiality to Eligible Users, without limitation providing all records requested.

**Indemnity.** TELUS Health agrees to indemnify and hold harmless Institution and its regents, employees, and agents (collectively, "**Institution Indemnified Parties**") from and against any and all losses, claims, demands, damages, liabilities and costs (collectively, "**Damages**") directly arising from or related to TELUS Health's gross negligence or willful misconduct or that of its officers, employees, affiliates, contractors and agents, except in all cases to the extent arising from the negligence or intentional misconduct of Institution. Under no circumstances shall either Party be liable to the other Party for any special, indirect or consequential damages, including without limitation, lost profits or cost of capital.

In addition, TELUS Health shall indemnify and hold harmless the Institution Indemnified Parties from all Damages incurred by Institution Indemnified Parties in connection with any actual or threatened third-party demand, claim or legal or administrative agency action or proceeding ("**Claim**") to the extent under, arising from or related to an allegation that any of the Services

infringe upon or violate the intellectual property rights of a third party.

**Dispute Resolution.** The dispute resolution process provided for in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Institution and TELUS Health to attempt to resolve any claim for breach of agreement made by TELUS Health that cannot be resolved in the ordinary course of business. TELUS Health shall submit written notice of a claim of breach of contract under this Chapter to Institution's designated official, who shall examine TELUS Health's claim and any counterclaim and negotiate with TELUS Health in an effort to resolve the claim.

**Public Information Act.** TELUS Health acknowledges that Institution is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Institution's written request, TELUS Health will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of Institution to Institution in a non-proprietary format acceptable to Institution that is accessible by the public. TELUS Health acknowledges that Institution may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this Agreement and TELUS Health agrees that this Agreement can be terminated if TELUS Health knowingly or intentionally fails to comply with a requirement of that subchapter.

**Access By Individuals With Disabilities.** TELUS Health agrees that if the electronic and information resources and all associated information, documentation, and support that it provides to Institution under this Agreement (collectively, the "**EIRs**") are shown to not comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code), Institution will provide notice to TELUS Health. To the extent TELUS Health becomes aware that the EIRs, or any portion thereof, do not comply, then TELUS Health shall, at no cost to Institution, either (1) perform all necessary remediation or (2) replace the EIRs with comparable EIRs that meet the accessibility requirements as noted above. In the event that neither option is met within 30 days an acceptable timeframe, Institution reserves the right to void this contract.

**Security.** Pursuant to Section 2054.138, *Texas Government Code*, TELUS Health shall implement and maintain appropriate administrative, technical, and physical security measures (the "**Security Controls**"), to safeguard and preserve the



confidentiality, integrity, and availability of Institution's data. TELUS Health shall ensure that any system on which Institution's data or Institution's Eligible User data, including Personal Information and back-ups of the data, is/are placed in a secure system that aligns with ISO 27001 security controls. TELUS Health's systems, policies and procedures should align with the ISO 27001 controls. TELUS Health must, where appropriate, review and update systems, policies and procedures regularly to ensure continued alignment with the ISO 27001 security controls. TELUS Health shall periodically provide Institution with evidence of its compliance with the Security Controls within thirty (30) days of Institution's request.

**Limitations.** The Parties are aware that there are constitutional and statutory limitations on the authority of Institution (a state agency) to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on Institution's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on Institution except to the extent authorized by the Constitution and laws of the State of Texas. Neither the execution of this Agreement by Institution nor any other conduct, action, or inaction of any representative of Institution relating to this Agreement constitutes or is intended to constitute a waiver of Institution's or the state's sovereign immunity to suit.

**HUB Subcontracting Plan.** It is the policy of the state of Texas and Institution to encourage the use of Historically Underutilized Businesses ("HUB") in our contracts, purchasing transactions and through subcontracting opportunities. The goal of the HUB program is to promote equal access and equal opportunity to HUB vendors in Institution contracting and purchasing. If TELUS Health will subcontract any of its duties and obligations under this Agreement, TELUS Health acknowledges that such subcontracts may require the use of HUB and compliance with the Texas HUB Subcontracting Plans ("HSP") requirements.

**Prohibition On Contracts with Companies Boycotting Israel.** To the extent that Texas Government Code, Chapter 2270 applies to this Agreement, TELUS Health certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. TELUS Health acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**Certification Regarding Business with Certain Countries And Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, TELUS Health certifies TELUS Health is not engaged in business with Iran, Sudan, or a foreign

terrorist organization. TELUS Health acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**Prohibition On Contracts Related to Persons Involved In Human Trafficking.** A state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been convicted of any offense related to the direct support or promotion of human trafficking. A bid or award subject to the requirements of this section must include the following statement: "Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

**Not Eligible for Rehire.** Should TELUS Health learn that employees participating in work the Institution have been designated by the Institution as Not Eligible for Rehire as defined in A&M System Policy 32.02, Section 4, then TELUS Health shall remove that employee from work on this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by Institution.

**Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by TELUS Health's Service to Institution.

***[Remainder of Page Intentionally Left Blank]***

\* \* \*

## SCHEDULE B – SERVICES

### STUDENT SUPPORT SERVICES SCHEDULE

The Student Support Services contracted for under the Agreement (and selected on the Order Form) are described in detail in this Services Schedule:

24/7 Phone Support	Essential	Total Care
<ul style="list-style-type: none"> <li>• 24/7 crisis &amp; real-time phone support               <ul style="list-style-type: none"> <li>- English, Spanish, French, Mandarin, &amp; Cantonese</li> <li>- Campus crisis protocols followed</li> </ul> </li> <li>• Staff &amp; faculty clinical consultations</li> <li>• Assisted referrals</li> <li>• Campus Resources referrals to Institution’s services &amp; resources</li> <li>• Community Resources referrals to off campus resources</li> <li>• Student case data report access</li> <li>• Digital engagement insights &amp; clinical utilization reports</li> </ul>	<ul style="list-style-type: none"> <li>• <b>All components included in 24/7 Phone Support</b></li> <li>Plus:               <ul style="list-style-type: none"> <li>• 24/7 real-time chat/text support</li> <li>• Brand/logo configured App                   <ul style="list-style-type: none"> <li>- Campus social media feed</li> <li>- Campus resource links</li> </ul> </li> <li>• On-demand content library</li> <li>• Health assessments (depression, anxiety, alcohol use, drug use)</li> <li>• Virtual fitness</li> <li>• Community (peer-to-peer support)</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <b>All components included in 24/7 Phone Support &amp; Essential</b></li> <li>Plus:               <ul style="list-style-type: none"> <li>• Brief, solution focused ongoing, appointment-based phone/video support with a dedicated clinician</li> <li>• In-person support (where available)</li> <li>• Monitored Referrals between Institution &amp; TELUS Health, with student consent</li> </ul> </li> </ul>

#### Community Services

TELUS Health Peer-to-Peer Services (“Community”) provide an online global mental health support network granting registered Eligible Users access to a platform for instant, online, peer-to-peer support at any time of the day. Access is unlimited to Eligible Users and can be accessed worldwide in a variety of languages\* Technology-driven machine learning and trained staff monitor systems in real time to promote discussion, manage forums, and offer assistance. If it is detected that Eligible Users are in a crisis (e.g., risk of harm to self or others), platform interventions will launch and staff may engage to provide assistance, where appropriate.

\*Available languages include: English, Afrikaans, Arabic, Bengali, Cantonese, Czech, Danish, Deutsch, Dutch, Filipino, French, German, Greek, Hindi, Italian, Japanese, Korean, Mandarin, Odia, Polish, Portuguese, Russian, Saraiki, Slovak, Spanish, Swedish, Tswana, Turkish, Urdu, and Welsh. Service is not accessible from Crimea, Cuba, Iran, North Korea, and Syria. Subject to change.

#### *Additional Service Terms*

Each Eligible User must create a personal account on the Community platform in order to access the Community services. TELUS Health reserves the right to remove posts which are inappropriate and terminate access in its sole discretion.

### STUDENT SUPPORT ANCILLARY SERVICES SCHEDULE

In addition to the Student Support Services (which have been described in greater detail on the Services Schedule attached to this Agreement), Institution may elect to purchase the Ancillary Services selected on the Order Form. All Ancillary Services to be provided to Institution are described in greater detail herein, and Institution and TELUS Health acknowledge and agree that the additional service terms set out herein shall apply to the applicable Ancillary Services being purchased.

#### Virtual Psychiatry Services

TELUS Health arranges for virtual psychiatry and medication management to diagnose and treat mild to moderate mental health concerns. Eligible Users are granted access through a referral process via their Institution’s counseling center or a TELUS Health Student Support mental health professional.

#### *Diagnosis and Prescription:*

The following mental health concerns can be addressed through this service, but are not limited to:

- Mild to moderate depression
- Anxiety
- Obsessive compulsive Disorder
- Mood disorder related to another health condition
- Premenstrual and Dysphoric Disorder
- Post-Partum and Menopause Depression



Included in the virtual psychiatry and medication management experience is the following:

- Robust virtual clinical assessment
- Access to initial clinical consultation with diagnosis
- Prescriptions, as appropriate, delivered to the pharmacy of the student's choosing
- Ongoing prescription management, and modification when appropriate
- Progress tracking to ensure medication safety and efficacy
- Bi-directional communication between student and provider, as needed
- Patient Treatment Summaries
- Student Utilization Reports

*Additional Service Terms*

Medication costs can be submitted through insurance or paid for out of pocket by the Eligible User. Controlled substances cannot be prescribed or issued through this service. Eligible Users who fill their prescription through this service are monitored by a health professional over a period of up to one year to ensure safety. Adjustments can be made if required.

TELUS Health delivers virtual psychiatry services through a third-party provider and reserves the right to make changes to this provider.

This virtual psychiatry service is only offered in the United States but is not available in California.