



CALM.COM

MASTER SERVICES AGREEMENT

This Master Services Agreement (collectively with all Orders, the “*Agreement*”) is entered into as of the last dated signature in the signature block below (the “*Effective Date*”) by and between Calm.com, Inc., a Delaware corporation (“*Calm*”), and the entity listed on the signature block below (“*Customer*”). Customer and Calm are referred to individually as a “*Party*” and collectively as the “*Parties*.”

1. CALM SERVICES

1.1. Eligibility. Unless provided otherwise in an Order, Customer will provide Calm with identifying information (such as first name, email address, employee region, employee ID number, or other identifying information designated by Customer) (“*Customer Data*”) for each individual who is eligible to access each of the applicable Services (“*Individual*”) by either (a) providing a monthly report identifying such Customer Data; (b) uploading the Customer Data directly via the Admin Console; or, (c) such other methods established by Calm from time to time, in each case, in accordance with the then current Calm procedures.

1.2. Access to Services and Reports. Subject to Customer’s continuing compliance with its obligations set forth in this Agreement, while this Agreement remains in effect: (a) Calm will provide the Services specified in each Order to each applicable Individual and access to the Admin Console for the Administrator(s) to manage Customer’s use of the Services (and use of the Services by the Individual, if applicable); and, (b) Customer may download and use, solely for its internal business purposes any Reports that are made available to Customer via the Platform from time to time; in each case, in accordance with the provisions of this Agreement (including the applicable Order), the Privacy Policy and the applicable Terms. Each Individual must acknowledge receipt of the Privacy Policy and accept the applicable Terms prior to using the applicable Services and remain in compliance with the applicable Terms while using the Services. In the event of a conflict between this Agreement and the Terms, this Agreement will control. Absent the execution of an Order specifying the delivery of any Professional Services, this Agreement does not, in and of itself, represent a commitment by Calm to deliver any Professional Services.

2. CUSTOMER’S OBLIGATIONS.

2.1. Assistance. Customer will, subject to Applicable Law, assist Calm in marketing the use of the applicable Services to the Individuals with the goal of increasing use of the Services by such Individuals. Customer will not make any representations or warranties concerning [Ver. 10-6-20]

the Services or its potential benefits or value except as set forth in program or marketing materials provided by Calm to Customer.

2.2. Access Restrictions; Admin Console. Customer will only permit the maximum number of Individuals identified on the applicable Order to access or utilize the applicable Services. Customer may use the Admin Console to specify one or more Administrators who will have the right to access the Admin Console and to manage the Services. Customer will protect its Admin Console username and passwords (“*Account Information*”) from unauthorized access or use and is responsible for all activities performed on the Platform using its Account Information. Calm’s responsibilities do not extend to the internal management or administration of the Services for Customer.

3. COMPENSATION & PAYMENT

3.1. Fees. Customer will pay Calm all costs, fees, expenses and other charges specified in each Order(s) (collectively, “*Fees*”) within thirty (30) days of the date of the invoice issued by Calm, unless a different period is specified in the applicable Order. Payment obligations are non-cancelable, and Fees paid to Calm are non-refundable. The Fees do not include taxes. Customer will pay all taxes, levies and duties associated with this Agreement, other than taxes based on Calm’s income.

3.2. Late Payment. Any amount due under this Agreement that remains unpaid after its due date will bear interest from the date that such payment became delinquent until the date such amount is paid in full at the lower of 1.5% per month or the maximum rate permitted by law, calculated from the date such amount was due until the date that payment is received. Customer will pay Calm such interest and all costs and expenses of collection (including attorneys’ fees) incurred by Calm for collecting any such past due amounts. Calm may suspend access to the Services, with thirty (30) days’ written notice, if Customer fails to make any payments when due; and, Fees will continue to accrue during any such suspension.

4. INTELLECTUAL PROPERTY; FEEDBACK

4.1. Calm IP. As between Calm and Customer, Calm owns all right, title and interest, including all intellectual property rights, in and to the Services, Reports, and any other information, program or marketing materials provided by Calm to Customer, including via the Platform (collectively, "***Calm IP***"). All rights in the Calm IP not expressly granted to Customer in this Agreement are reserved by Calm.

4.2. Feedback. Customer hereby grants to Calm a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and otherwise practice any suggestions, ideas, enhancement requests, feedback, or recommendations that Customer provides to Calm.

5. DATA

5.1. Services Data. Calm's collection, use, and disclosure of Service Data is described in the Terms and Privacy Policy.

5.2. Customer Data. Customer owns all Customer Data. Customer hereby grants Calm a non-exclusive royalty-free license to: (a) use the Customer Data to perform Calm's obligations to Customer under this Agreement, and (b) aggregate, and de-identify the Customer Data (the resulting data, "***Aggregated Data***") solely for the purpose of providing, developing, improving, and/or reporting on the Platform. Customer hereby further grants Calm a non-exclusive, royalty-free, perpetual, irrevocable, transferable license to use, reproduce, distribute, publicly display, publicly perform and create derivative works of the Aggregated Data for Calm's business and other purposes, in such a manner that neither Customer nor any Individual can be identified from such data.

5.3. Data Security. Calm will maintain reasonable administrative, physical and technical safeguards as determined within Calm's discretion that are designed to prevent unauthorized access, use or disclosure of Customer Data and Service Data.

6. TERM AND TERMINATION

6.1. Term. Unless terminated earlier as provided in the Agreement, this Agreement commences on the Effective Date and continues as long as one or more Orders remain in effect.

6.2. Order Term. Unless provided otherwise in an Order, each Order will remain in effect for the initial term specified in such Order (or, if no such initial term is specified, for one year) and will automatically renew for [Ver. 10-6-20]

consecutive one year terms unless a Party provides written notice of non-renewal at least thirty (30) days prior to any renewal of each such Order.

6.3. Termination for Cause. A Party may terminate this Agreement (including any Orders) if the other Party materially breaches this Agreement and such breach continues for a period of thirty (30) days after the non-breaching Party has provided the breaching Party written notice thereof.

6.4. Effects of Termination. In the event of any termination or expiration of this Agreement, the Services and all of Customer's rights under this Agreement (including all Orders) will immediately terminate. Calm will destroy all Customer Data, other than Aggregated Data, in the manner and on the schedule as required by Applicable Law, as determined by Calm within its discretion. Termination or expiration will not relieve either Party of obligations incurred prior to the effective date of the termination. The following Sections survive the expiration or termination of this Agreement: 3 (with respects to amounts accrued prior to expiration or termination); 4, 5.2, 6.4, 7, 8.3, 8.4, 9, 10, and 11.

7. CONFIDENTIAL INFORMATION

7.1. Non-Use and Non-Disclosure. Recipient will use Discloser's Confidential Information only to exercise rights and fulfill obligations under this Agreement. Recipient will use reasonable care to protect the Discloser's Confidential Information from being disclosed to Persons other than the Recipient's employees, Affiliates, contractors, agents, or professional advisors who need to know it and who have a legal obligation to keep it confidential. Recipient's disclosure of Confidential Information pursuant to law or a judicial or administrative order will not be deemed to be a breach of this Agreement, if Recipient (i) provides timely written notice of such disclosure requirement to the Discloser (if permitted to do so under Applicable Law), and (ii) reasonably cooperates, at Discloser's expense, with the Discloser's efforts to limit the scope of such disclosure.

8. WARRANTY; DISCLAIMER

8.1. Warranty. Each Party represents and warrants that (a) it has full power and authority to enter into this Agreement; and, (b) the person signing this Agreement on its behalf has the authority to do so.

8.2. Compliance. In the performance of this Agreement, each Party will comply with all laws and regulations including state and federal laws and regulations, orders, and ordinances, applicable to such

Party, including privacy laws and regulations governing such Party and its data privacy practices (“*Applicable Law*”). Customer represents, warrants and covenants that Customer has complied with Applicable Law in connection with its processing of the Customer Data and has provided all notices, and obtained all rights and permissions required under Applicable Law as may be necessary for each Party to process the Customer Data and provide the Services as contemplated by this Agreement.

8.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES AND ANY OTHER INFORMATION (INCLUDING THE REPORTS) ARE PROVIDED BY CALM "AS IS" AND ON AN “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND; AND, CALM EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER (INCLUDING WITH RESPECT TO THE USE OF, OR THE RESULTS FROM THE USE OF, THE SERVICES), INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR USE, WARRANTIES IMPLIED FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE OF TRADE, OR THAT THE SERVICES AND ANY OTHER INFORMATION PROVIDED BY CALM ARE OR WILL BE SECURE, ERROR-FREE, OR UNINTERRUPTED. CUSTOMER HAS NO RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF CALM TO ANY PERSON.

8.4. No Medical Use. THE SERVICES DO NOT MAKE A MEDICAL DIAGNOSIS, PROVIDE MEDICAL CARE OR CLINICAL TREATMENT, OR PRESCRIBE MEDICATIONS AND SHOULD IN NO WAY BE CONSIDERED A REPLACEMENT FOR MEDICAL ADVICE OR ACTION IN ORDER TO CURE, TREAT, OR PREVENT DISEASES OF ANY NATURE. CUSTOMER WILL NOT USE ANY SERVICES IN THE TREATMENT OR MANAGEMENT OF ANY DISEASES OR CONDITIONS.

9. LIMITATION OF LIABILITY; INDEMNIFICATION

9.1. Exclusion of Consequential and Related Damages. EXCEPT FOR A PARTY’S INDEMNIFICATION OBLIGATIONS, PAYMENT [Ver. 10-6-20]

OBLIGATIONS, DAMAGES ARISING FROM THE UNAUTHORIZED USE OF THE OTHER’S INTELLECTUAL PROPERTY, A BREACH OF CONFIDENTIALITY UNDER SECTION 7, OR GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF SUCH DAMAGES COULD HAVE BEEN FORESEEN OR IF A PARTY HAS BEEN APPRAISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH DAMAGES ARE ARISING IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF ANY STATUTORY DUTY OR OTHERWISE, IN NO EVENT WILL: (A) EITHER PARTY BE LIABLE FOR DAMAGES FOR LOSS OF PROFIT OR REVENUE, DATA THAT IS LOST OR CORRUPTED, LOSS OF GOODWILL, OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES; AND, (B) EACH PARTY’S TOTAL AND CUMULATIVE LIABILITY, FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF THIS AGREEMENT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER IN THE TWELVE (12) MONTHS IMMEDIATELY PROCEEDING THE OCCURRENCE OF THE FIRST EVENT GIVING RISE TO A CLAIM UNDER THIS AGREEMENT.

9.2. Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE AGREED UPON COMPENSATION AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THIS AGREEMENT HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

10. INDEMNIFICATION

10.1. Calm Indemnification. Calm will defend Customer and its directors, officers and employees against any Third Party claim, action, proceeding or suit (each a “*Claim*”), and will pay for the resulting costs and damages finally awarded against Customer to such Third Party by a court of competent jurisdiction or agreed to in settlement by Calm (such agreement not to be unreasonably, withheld, conditioned or delayed), to the

extent arising from the actual or alleged infringement of such Third Party's intellectual property rights by the Services. Calm will have no indemnification obligations arising from this Section 10.1, to the extent such Claim arises from (collectively, the "**Excluded Claims**"): (a) the use or combination of the Services with any hardware, software, products, processes, data, or other materials not provided by Calm, including Customer's own systems and data; (b) modification or alteration of the Services by anyone other than Calm; or, (c) Customer's or any Individual's misuse of the Services or use of the Service in excess of the rights granted in the Agreement.

10.2. Customer Indemnification. Customer will defend Calm and its directors, officers and employees against any Claim, and will pay for the resulting costs and damages finally awarded against Calm to such Third Party by a court of competent jurisdiction or agreed to in settlement by Customer (such agreement not to be unreasonably, withheld, conditioned or delayed), arising from: (a) the Excluded Claims; (b) Customer's breach of this Agreement or any breach of the Terms by any Individual; and, (c) any allegation that the Customer Data or other content or information provided by Customer infringes, misappropriates or violates the rights of a Third Party or violates Applicable Law.

10.3. Indemnity Obligations. The indemnifying Party's (the "**Indemnitor**") obligations under this Section 10 are conditioned upon the Person(s) seeking indemnification under this Section 10 (the "**Indemnitee(s)**"): (a) promptly notifying the Indemnitor in writing of the Claim (so as to avoid prejudicing the Indemnitor); (b) granting the Indemnitor sole control of the defense and settlement of the Claim provided that any such settlement does not bind any Indemnitee to pay any monetary amounts or admit to any wrongdoing; and, (c) providing the Indemnitor, at the Indemnitor's expense, with all assistance, information and authority reasonably required for the defense and settlement of the Claim.

11. GENERAL

11.1. Independent Contractors. The Parties are independent contractors; and, nothing contained in this Agreement gives either Party the power to act as an agent of the other or to direct or control the day-to-day activities of the other.

11.2. Assignment. Neither Party may assign its rights or obligations under this Agreement without the written consent of the other Party, except that a Party may, without the consent of the other Party, assign this Agreement to an Affiliate or a successor to all or [Ver. 10-6-20]

substantially all of its business that pertains to this Agreement, whether by merger, acquisition, operation of law, sale, or otherwise. Non-permitted assignments are void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. Notwithstanding the foregoing, Calm may fulfill some of its duties under this Agreement through Affiliates or other Persons that provide services, supplies, equipment, or staffing at the request of, under the supervision, or at the place of business of Calm (collectively "**Subcontractors**"). Calm will be liable to Customer for the acts and omissions of its Subcontractors to the same extent Calm would be liable to Customer had Calm committed such acts or omissions.

11.3. Notices. Any notice must be in writing and will be effective upon delivery as follows: (a) if to Customer, (i) when delivered via registered mail, return receipt requested, or overnight delivery service to the address specified in an Order; or (ii) when sent via email to the email address specified in an Order or otherwise on record for Customer; and (b) if to Calm, when sent via email to legal@calm.com, with a duplicate copy sent via registered mail, return receipt requested, to the following address Calm, Inc. 77 Geary St. Floor 3, San Francisco CA 94108 Attn: Legal. Either Party may change its address for receipt of notices by providing notice to the other Party in accordance with this Section.

11.4. Force Majeure. Neither Party will be liable, nor be deemed to have breached this Agreement for any failure or delay in fulfilling or performing any obligation of this Agreement (excluding any delay in the payment of any Fees that are due and payable) to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of such Party including, without limitation, any act of God, flood, fire, earthquake, explosion, governmental action, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lock-out, strike or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

11.5. Governing Law. This Agreement and all proceedings arising hereunder will be governed by and construed in accordance with the laws of the state of California without reference to its principles of conflicts of law. The Parties expressly exclude the application of the U.N. Convention on Contracts for the International Sale of Goods (1980) to this Agreement.

11.6. Dispute Resolution. Any dispute arising under or relating in any way to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration in San Francisco, California before one arbitrator in English pursuant to JAMS Comprehensive Arbitration Rules and Procedures, except that either Party may bring a claim related to its intellectual property rights or enforce the confidentiality obligations of this Agreement, or seek temporary and preliminary specific performance or injunctive relief, in any court of competent jurisdiction, without the posting of bond or other security. The non-prevailing Party in any arbitration action or lawsuit arising from or relating to this Agreement will pay the prevailing Party's reasonable attorneys' fees, court costs and expenses. In the event of a dispute related to the accuracy of an invoice ("**Billing Dispute**"), Customer will promptly, but in no event later than thirty (30) days following the date of such invoice, notify Calm in writing of the nature of the Billing Dispute. If no such notice is timely received the invoice is deemed accepted by the Customer. While the Parties work to resolve the Billing Dispute, all terms and conditions of this Agreement will remain in full force and effect, unless otherwise terminated pursuant to this Agreement.

11.7. Remedies Cumulative. Except as explicitly provided, the remedies provided to the Parties under this Agreement are cumulative and will not exclude any other remedies to which a Party may be lawfully entitled.

11.8. Severability. Each provision of this Agreement is separate and distinct and severable from all other provisions. If any provision (or any part thereof) is unenforceable under or prohibited by any present or future law, then such provision (or part thereof) will be amended, and is hereby amended, so as to be in compliance with such law, while preserving to the maximum extent possible the intent of the original provision. Any provision (or part thereof) that cannot be so amended will be severed from this Agreement; and, all remaining provisions of this Agreement will remain unimpaired.

11.9. No Third-Party Beneficiaries. Nothing set forth in this Agreement is intended to or will be construed to confer any rights or remedies upon any Person that is not a Party to this Agreement.

11.10. Publicity. Neither Party will issue any press releases or make any social media posts referencing the [Ver. 10-6-20]

other Party except with the prior written permission of the other Party or as required by Applicable Law. Without limiting the foregoing, Calm may use Customer's name, logo, or marks for the purpose of marketing the Services without prior approval.

11.11. U.S. Government Customers. The Services use a technology platform that is a "commercial item", as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government customers and /or users acquire such software and documentation with only those rights set forth herein. If a government agency has a need for rights not conveyed under these terms, it must negotiate with Calm to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

11.12. Export. Customer represents and covenants that Customer is not named on any U.S. government agency's sanctioned or denied-party list. Customer will not, and will not permit any Person to, access or use the Services in violation of any applicable export law or regulation. Notwithstanding any other provision of this Agreement, Calm reserves the right to limit or deny access to the Services to any User who is named on or subject to any U.S. government agency's sanctioned or denied-party list.

11.13. Amendment and Waiver. No modification, amendment, or waiver of any provision of this Agreement will be effective unless it exists in writing and is signed by the Party against whom the modification, amendment, or waiver is to be asserted. The delay or failure of a Party at any time to require performance of any obligations of the other Party will not be deemed to be a waiver and will not affect its right to enforce any provision of this Agreement at a subsequent time. One waiver will not imply or be construed to be a waiver of any future breach.

11.14. Entire Agreement. This Agreement along with the Terms and each applicable Order constitutes the complete and exclusive statement of all mutual understandings between Calm and Customer with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications and understandings, oral or written. Nothing contained in any purchase order, acknowledgment or invoice will in any way modify or add to the terms or conditions of this Agreement.

11.15. **Interpretation.** In this Agreement: (a) the headings are for convenience only and will not affect the meaning or interpretation of this Agreement; (b) the words “herein,” “hereunder,” “hereby” and similar words refer to this Agreement as a whole (and not to the particular sentence, paragraph, or Section where they appear); (c) terms used in the plural include the singular, and vice versa, unless the context clearly requires otherwise; and (d) “or” is used in the sense of “and/or”; “any” is used in the sense of “any or all”. If an ambiguity or question of intent or interpretation arises, then this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the terms hereof or thereof.

11.16. **Counterparts.** This Agreement (including any Order) may be executed in two or more counterparts, each of which will be deemed an original, but which together constitute one and the same instrument. The execution of this Agreement may be evidenced by way of a facsimile, portable document format (.pdf) transmission or electronic production or reproduction, photostatic or otherwise, of such Party’s or Person’s signature, and such portable document format (.pdf), or electronic production or reproduction signature is deemed to constitute the original signature of such Party or Person.

12. CERTAIN DEFINITIONS

12.1. **“Admin Console”** means the online console(s) and tool(s) provided by Calm to Customer for administering the Services.

12.2. **“Administrators”** mean the Customer-designated technical personnel who administer the Services on Customer’s behalf.

12.3. **“Affiliate”** means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with a Party, where control is defined as the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

12.4. **“Confidential Information”** means any non-public or proprietary information disclosed by a Party (“**Discloser**”) to the other Party (“**Recipient**”) that is in written, graphic, machine readable, oral, or other form and that (a) is marked or declared “Confidential” or “Proprietary” or in some other manner to indicate its confidential nature or (b) based upon the facts and

circumstances of the disclosure, information that a reasonable person would consider confidential. For clarity, the terms of this Agreement and all pricing information under this Agreement is the Confidential Information of Calm. Confidential Information does not include any information that (i) was publicly available prior to the time of disclosure by the Discloser, (ii) becomes publicly available after disclosure by the Discloser to the Recipient through no action or inaction of the Recipient, (iii) is already in the lawful possession of the Recipient at the time of disclosure, (iv) is obtained by the Recipient from a Third Party without a breach of such Third Party’s obligations of confidentiality, or (v) is independently developed by the Recipient without use of or reference to the Discloser’s Confidential Information.

12.5. **“Order”** means any ordering document that references this Agreement and is signed by the Parties.

12.6. **“Person”** means any individual, corporation, limited liability company, partnership, joint venture, trust, business, association or other entity.

12.7. **“Platform”** means collectively (a) access to the Calm mobile application and related website that provides a variety of content; and, (b) content accessed from such application or website.

12.8. **“Privacy Policy”** means the Calm Privacy Policy found within the Calm mobile application and on the Calm website at www.calm.com, as updated from time to time by Calm in its sole discretion.

12.9. **“Professional Services”** means installation, implementation, customization, coaching (including sleep coaching), consulting and other professional services described as such in an Order (including any work product or other deliverables provided therewith).

12.10. **“Report”** means any analysis or report is provided to or accessed by customer through the Services.

12.11. **“Services”** means, collectively, the Platform and the Professional Services.

12.12. **“Service(s) Data”** means all data entered into or collected through an Individual’s engagement with and access to the Services, excluding any Customer Data provided by Customer.

12.13. **“Terms”** means, collectively, the “Terms of Service” for the Platform found within the Calm mobile application and on the Calm website at www.calm.com, the “Calm Coaching Program Terms of Service” (provided by Calm if applicable) for sleep, stress, and

anxiety related Services, and any additional terms that may apply to any new applications, features or functionality for the Services Calm makes available from time to time, each as updated from time to time by Calm in its sole discretion.

12.14. “*Third Party*” means any Person other than Company, Customer or any of their respective Affiliates.